APPENDIX
Volume I

Supreme Court, U. S.
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JUN 22 1976
MICHAEL RODAK, JR., CLERK

Supreme Court of the United States

OCTOBER TERM, 1972

No. 72-1251

STANDARD OIL COMPANY OF CALIFORNIA,
Appellant,

vs.

UNITED STATES OF AMERICA,
Appellee.

On Motion to Recall Mandate and for Leave for District Court to Consider Motion to Set Aside Judgment for Fraud Upon the Court, Pursuant to Rule 60(b), Federal Rules of Civil Procedure

BORG PRINTING COMPANY OF CALIFORNIA, 345 FIRST STREET, SAN FRANCISCO 94105

Supreme Court of the United States

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STANDARD OIL COMPANY OF CALIFORNIA,
Appellant,

vs.

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On Motion to Recall Mandate and for Leave for District Court to Consider Motion to Set Aside Judgment for Fraud Upon the Court, Pursuant to Rule 60(b), Federal Rules of Civil Procedure

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Unoco Limited

(Incorporated in Liechtenstein)

THE OVERSEAS MARKETING SUBSIDIARY OF UNION OIL COMPANY OF CALIFORNIA

4008 YARDNING HOUSE, HONG KONG
TELEPHONE 28009
CABLE ADDRESS "PETROLEUM HONGKONG"

March 1, 1963.

Mr. Reese H. Taylor, Jr.
Attorney at Law,
8530 Wilshire Boulevard
Suite 309,
Beverly Hills, California,
U.S.A.

Dear Mr. Taylor,

Pago, Pago, American Samoa

Mr Sanders referred your letter dated January 31, 1963 regarding detailed plans and proposals for increased activity in Pago, Pago, American Samoa, to Mr. F.K. Cadwell.

Mr. Cadwell has been on a rather extensive business trip throughout the Far East and London and because of this your letter as well as Mr. Sanders' letter, arrived after his departure.

I am very confident that Mr. Cadwell is going to be extremely appreciative of the opportunity to work with you and Mr. Turnbull on the possibility of constructing bulk petroleum facilities in Samoa. He has shown a keen interest and shares your optimism that there will be a tremendous economic growth in this area. We made a serious attempt two years ago to construct similar facilities in Tahiti and although our proposal was the most favourable to the Government we could not seem to secure the final approval from the French Government in Paris.

Your interest on our behalf in offering to assist us with the Government of American Samoa in negotiating a long-term land lease as well as putting us in contact with competent local operators is most appreciated.

/...2

Mr. Reese H. Taylor, Jr. Page ...2

Mr. Cadwell will return to Hongkong on March 15th, however I am sending him a carbon copy of this letter which we hope will reach him in Teheran, Iran. We would appreciate it if you could advise us of your current plans as to your return visit to Pago, Pago. You indicated in your letter that it would be in the early part of March and we are wondering if there is any change in your schedule. If Mr. Cadwell feels after reviewing the preliminary economic study we are giving him that a representative should meet you in Pago, Pago, it would of course be much more convenient to meet you the latter part of March or the 1st of April. Please let us hear from you.

Yours very truly,

JAMES H. MCGEE
Sales Manager

JHM:pcl

c.c. Mr. F.K. Cadwell

Tu 202

Unoco Limited

(Incorporated in Liechtenstein)

THE OVERSEAS MARKETING SUBSIDIARY OF UNION OIL COMPANY OF CALIFORNIA

Sales Manager
J. H. McGEE

4089 TAKSHING HOUSE, HONG KONG
TELEPHONE 28009
CABLE ADDRESS "PETROLEUM HONGKONG"

March 11, 1963

Mr. Reese H. Taylor, Jr.
Attorney at Law
8530 Wilshire Boulevard
Suite 309
Beverly Hills, California

Dear Mr. Taylor,

Mr. Cadwell received a carbon copy of my letter to you dated March 1st, 1963 which we had forwarded to him in Europe. However, he did not receive a carbon copy of your letter which was forwarded with the economics study.

I talked to him by overseas phone in Singapore this morning. He stated that it was difficult to make a decision until he had at least read your letter. I am meeting him in Bangkok Thursday, March 14th, and am taking duplicates of the correspondence for his review. He said he would contact you as soon as he has had an opportunity to review the proposal.

Very truly yours,

James H. McGee

JHM:nm
cc: Mr. F. K. Cadwell

Tu 203

BEST COPY AVAILABLE

April 1, 1963

Unoco (Malaya) Limited
3rd Floor, American International Building
1, Robinson Road
Singapore, 1.

Attention: J.H. McGee, Vice President

Dear Jim:

I'm happy to hear you arrived safely at the home base.

I called Mr. Craig, upon arriving, and advised him that we had made contact in Pago -- that you worked like a Trojan and dug up all the facts.

Mr. Evich from Starkist Foods called last week and said they would enter into a long term contract to fuel their Japanese fleet. That would approximate ninety boats. I'm sure I could draw my old fraternity brother in from VanCamp for the same deal. I'd have to know more about the machinations of international carriers before trying to move in on Juan Trippe of Pan Am. Delivery of Polynesian Airline would be easy.

I had to pay the hotel bill anyway, so your Hong Kong dollars wouldn't have helped. Thank you for the thought anyway.

You missed out on a donnybrook at the Chamber of Commerce meeting. As usual, it was Turnbull vs. Knoebuhl. Chief Pele got loaded (stingers) and was ready to use his spear on me for catching Mike in parliamentary boo-boos.

Hope something can work out in Pago. We can post any kind of minies required to qualify. In the meantime talk to the Parish about morality and bycycles.

Regards,

RAYMOND C. TURNBULL,
President

Tu :4

April 25, 1963

Mr. J.H. McGee
Unoco, Ltd.
408-9 Takshinga House
Hong Kong

Dear Jim:

Received your letter of April 17, 1963 in Pago for which many thanks.

The purpose of this letter is to correct a rumor that Ron Pritchard may have included in his letter to you. The Governor's answer to the monopolistic outlet of Standard Oil is Union Oil Company. If Unoco or Union decide to come to Pago there would be no reason for the government to install tanks of their own and ask for world bids on their requirements. Evidently, this rumor emanated from the man who runs the power house and is evidence of the fact that one hand doesn't know what the other hand is doing, at least in Pago Pago.

I trust that a decision will be forthcoming from Union within a short time. Our whole lease from east to west will practically be one building, the construction to be under way within a relatively short time. The creation of a ledge across the street from the plant to hold tank batteries should be accomplished prior to our construction if this fill is to be used to construct the marine station lying seaward of our present lease.

This particular cutting and filling operation using RD-9's should not represent a long drawn out operation. Personally, I believe this phase could be completed in ten days.

I may or may not have told you that Mr. Evich of StarKist offered a long term contract to fuel their Japanese fishing fleet. H.R.H. Prince Tungi of Tonga advised me as of last week during our stockholders meeting in Tonga, that the Kingdom of Tonga would purchase all of their requirements from Union Oil Company in Pago.

Ron Holman of Pan American Airlines has advised that their jet fuel contracts at this time are with Shell Oil Company on a system-wide basis. This connotes, at least to me, that whatever benefits are derived by Standard Oil Company from fueling P.A.A. planes can accrue to Union instead of Standard without trying to upset the present existing contracts.

Polynesian Airlines presently going to Western Samoa are moving into DC-3's and will extend their coverage to Fiji, Rorotonga and Tonga.

Tu :5

Mr. J.H. McGee
Unoco, Ltd.
Page -2-

April 25, 1963

The stockholders of P.A.L. have assured me that they will enter into a long term contract also with Union to supply all their fuel and lube requirements.

At this time, I can foresee Union fulfilling the total requirements of American Samoa rather than dividing the pie with Standard. Jake Evans has finished his three year contract with Standard and has been replaced by a Mr. Cupp. During his breakin period, I would like to move in and take the Island away from him.

No rumors of the impending arrival of a new oil company have circulated through Samoa. You are still referred to as the party interested in building a 23-story office building. Both Mr. Aspinall, the Attorney General and now Secretary of Samoa, and Mr. Jim Flannery, Treasurer of Samoa and assistant to Governor Lee, as well as Governor Lee, were very much impressed with your sincerity and ability to absorb so quickly the peculiar problems and answers to Pago Pago's needs.

I trust that the answers to Pago Pago will be forthcoming as soon as possible.

Regards,

RAYMOND C. TURNBULL,
President

cc:
Mr. W.R. Craig
Union Oil Center
Los Angeles

Tu 5-6

May 6, 1963

Mr. J.H. McGee
Unoco, Ltd.
408-9 Takshinga House
Hong Kong

Dear Jim:

Governor Lee passed through here last Friday night. He wanted to know if Union's feasibility study was still underway and he mentioned that he would hold up any plans for government tanks until Union or Unoco decided. He prefers your thought of putting pipelines direct to government facilities on an alltime basis. He also mentioned that the government would clear out that channel so the Dracona could be brought opposite the old airstrip.

I have been picking at him to knock out the 3¢ fuel tax on the grounds that he was keeping business away. He agrees to knock it out when the bulk plant is in. This info will not be available to Standard until your plans are executed. Before Standard knows, and after you have your figures on a laid-down price in Pago, I would like to work out a long term contract with the Thor Line and two new lines that will be servicing Pago. "Fustest with the mostest" is my slogan.

I have made very tentative arrangements to purchase the Bank of American Samoa. This has been a long drawn out mission. I hope I opened the door by offering the Governor a loan for his Samoan Development Company (hotel caper). The Bank of America will be corresponding bank and will help in any extraordinary enterprises. In the event Union would like to finance all or any part of the Pago venture, I'm sure it can be arranged easily.

Read recently that water in Hong Kong is precious. If you take a walk downtown something is bound to happen - a la Pago.

Regards,

RAYMOND C. TURNBULL,
President

Tu 5-7

PACIFIC COCONUT PROCESSING CORPORATION

H. H. PRINCE TUNGI
CHAIRMAN OF THE BOARD
RAYMOND C. TURNBULL
PRESIDENT
S.T. NARAO
VICE PRESIDENT
REESE H. TAYLOR, JR.
SECRETARY-TREASURER

EXECUTIVE OFFICES
8530 WILSHIRE BOULEVARD, SUITE 309
BEVERLY HILLS, CALIFORNIA
TELEPHONE: OLYMPIA 5-5761
GENERAL OFFICES AND PLANT
PAGO PAGO, TERRITORY OF AMERICAN SAMOA

May 6, 1963

Mr. J.M. McGee
Unoco, Ltd.
403-9 Takshinga House
Hong Kong

Dear Jim:

Governor Lee passed through here last Friday night. He wanted to know if Union's feasibility study was still underway and he mentioned that he would hold up any plans for government tanks until Union or Unoco decided. He prefers your thought of putting pipelines direct to government facilities on an alltime basis. He also mentioned that the government would clear out that channel so the Dreccan could be brought opposite the old airstrip.

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Read recently that water in Hong Kong is precious. If you take a walk downtown something is bound to happen - a la Pago.

Regards,

RAYMOND C. TURNBULL,
President

6 7

FORM CAS-116-C
(REV. 6/1/58)

GOVERNMENT OF AMERICAN SAMOA
COMMUNICATIONS DIVISION

RADIOGRAM

30 1122

CK30

HONGKONG

VPD/MR123

RAYMOND
C. TURNBULL C/O RAINMAKER HOTEL
PAGOPAGO

Q94 PRESENTLY EVALUATING ECONOMICS OF SUPPLY POINTS STOP REGRET
DELAYS BUT UNAVOIDABLE OVERALL PROPOSAL IS FAVORABLE STOP WE RECOG-
NIZE YOUR CONCERN AID DOING ALL WE CAN STOP REGARDS TO GOVERNOR LEE

MCGEE

DATE

TIME

SENT

REC'D

CHG

1

WESTERN UNION

TELEGRAM

W. P. MARSHALL, President

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

625A PDT AUG 2 63 LB003 OB170
O SFA340 (WUL146) 74/71 PD INTL FR OSF HONGKONG VIA RCA 2 1745
RAYMOND TURNBULL
8530 WILSHIRE BLVD SUITE 309 BEVERLY HILLSCALIF
Q261 UNION CALIFORNIA SOURCE PRODUCTS DO NOT JUSTIFY CONSTRUCION
TAKAGE NECESSARY HOWEVER WE WORKING ON SOUTHEAST ASIA PROCESSING
OF OUR CRUDE THAT SHOULD MAKE PROJECT PROFITABLE STOP EXPECT
TO CONCLUDE THESE ARRANGEMENTS YES OR NO BY SEPTEMBER 10TH
AND WILL BE
END SHEET ONE

Rec'd
9:00 AM
8/2/63

SFA340 HEET TWO

WESTERN UNION

TELEGRAM

W. P. MARSHALL, President

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

ABLE TO TELL YOU THEN UNION/UNOCO INTEREST AND WOULD DISPATCH
ENGINEER TO SAMOA SOON THEREAFTER STOP IS THIS OK REGARDS
MCGEE

Unoco Limited
(Incorporated in Liechtenstein)

AN OVERSEAS SUBSIDIARY OF UNION OIL COMPANY OF CALIFORNIA

Director Private Sale
JAMES H. McGEE

4089 YAUSHING HOUSE, HONG KONG
TELEPHONE 28009
CABLE ADDRESS "PETROLEUM HONGKONG"

No. JHM/9/788

September 13, 1963

Mr. Raymond C. Turnbull
Pacific Coconut Processing Corporation
8530 Wilshire Boulevard
Suite 309
Beverly Hills, California

Dear Ray:

I think the enclosed copy of a letter to Governor Lee will answer most of the questions you are no doubt waiting answers to. It is certainly unfortunate that the timing has been so bad because under normal conditions we would know within a much shorter period of time whether we can economically supply a market such as Samoa and could have given you a much faster answer. The proposed marketing station is good if a supply point can be developed that can be competitive - transportation-wise. In our case, the problem is somewhat more complicated because we are not at present supplying nearby markets such as Fuji and Tahiti.

Our visit with Governor Lee was very enjoyable and he seemed to understand our problem and indicated before he left that we would have sufficient time to work this out but you can see from the attached letter that we do not want to embarrass you or the Governor by any more delays if such delays will be embarrassing to you.

Sorry I cannot meet you for the dedication this month but I am sure I will see you in November either in Hong Kong or Los Angeles.

Best wishes and kindest regards,

Sincerely,

JHM:gt

Unocco Limited

(Incorporated in Liechtenstein)

AN OVERSEAS SUBSIDIARY OF UNION OIL COMPANY OF CALIFORNIA

Senior Product Sales
JAMES H. McGEE

4089 TAKSHING HOUSE, HONG KONG
TELEPHONE 28009
CABLE ADDRESS "PETROLEUM HONGKONG"

No. JHM/9/787

September 13, 1963

Governor Rex Lee
Governor of American Samoa
Pago Pago
American Samoa

Dear Governor Lee:

We all greatly enjoyed the opportunity of seeing you and your delightful family during your stay in Hong Kong. We hope that your trip to Japan, Hawaii and return home was pleasant.

It was unfortunate that time did not permit us to review before you left the discussion you had with Mr. Cadwell at the Carlton Hotel. Realizing you had a great many other matters on your mind, I would like to review the present status as explained by Mr. Cadwell of our interest in constructing a terminal and marketing Union Oil products in American Samoa. I am sure you realize that we have had a serious interest in developing the above mentioned proposal, however, our studies indicate that American Samoa cannot be serviced by products from California and be competitive, but that the study also indicates that it would be possible to supply products from Singapore.

Mr. Cadwell explained that we are in a midst of serious negotiations regarding the future of the Maruzen Toyo Singapore Refinery and that if we stayed in this refinery as suppliers and marketers we can possibly arrange economical transportation to Samoa and proceed with the proposal. On the other hand, if the negotiations result in our not staying with the refinery as suppliers and marketers, there seem very little possibility of our making an investment in the terminal and getting a satisfactory return on our investment.

Mr. Cadwell assured you that he will keep you advised through Mr. Turnbull of our success, but if you have other companies that are interested in supplying to Samoa, we did not believe our questionable

.../2

Tu :12

ability to supply should keep you from negotiating with another company. We hope this does not sound pessimistic, but we are only trying to give you a frank and honest appraisal of conditions as they are at present. We have appreciated your patience and understanding of our problems and would appreciate the opportunity of working with you. Again, I would like to assure you that we will keep you advised of the results of the investigation mentioned above.

Best wishes and kindest regards to Mrs. Lee and the family.

Very truly yours,

J. H. McGee

JHM:gt
c. c. Mr. Raymond C. Turnbull

Tu :13

September 23, 1963

Mr. James H. McGee
Pago Limited
4304 Takshing House
Hong Kong

Dear Jim:

Thank you for your letter of September 13th. I talked to Governor Lee in Honolulu while I was on my way home, and he didn't seem to mind the delay that you mentioned in your letter.

I talked to Prince Tungi about possibly putting on a small tanker to run from Singapore as far east as Pago. He would be interested, providing the ship could be kept busy. You can let me know whether there is any interest in that department, when and if your deal with Marusun goes through.

Got the wife to Pago this last trip and she didn't want to come home. Still hope to see you in November, either here or there.

Warmest personal regards,

Sincerely,

RAYMOND C. TURNBULL,
President

TT :4

UNOCO DEAL 2/28/64

KEN CADWELL, HEAD OF UNOCO, ADVISES THAT APPROXIMATELY TWO MONTHS MORE REQUIRED TO CLOSE UP THE SINGAPORE REFINERY DEAL. THIS PROJECT HAS REQUIRED NEGOTIATIONS BETWEEN TWO COUNTRIES. IT APPEARS THAT THERE ARE THREE STEPS POSSIBLE LEADING TO A CONCLUSION:

STEP 1 — UNION OIL WILL OWN THE REFINERY OUTRIGHT

STEP 2 — UNION OIL WILL MARKET PRODUCTS BUT ANOTHER OIL COMPANY WILL OWN REFINERY

STEP 3 — UNICO AND OTHER U.S. COMPANY WILL HAVE NO INTEREST IN THE REFINERY

THE FIRST TWO REASONS WILL MAKE POSSIBLE UNOCO'S ENTRANCE INTO THE AMERICAN SAMOA MARKET - THE LAST REASON WILL PRECLUDE IT.

TT :15

Unocal (Hong Kong) Limited

AN OVERSEAS MARKETING SUBSIDIARY OF UNION OIL COMPANY OF CALIFORNIA

Managing Director
JAMES H. McGEE

4008 TAKSHING HOUSE HONG KONG
TELEPHONE 28101
CABLE ADDRESS "PETROLEUM HONGKONG"

Letter No. JHM/3/182
March 3, 1964

Mr. Raymond C. Turnbull
President
Pacific Coconut Processing Corporation
Pago Pago, Tutuila
American Samoa

Dear Ray,

I just received a note from Bill Nero dated February 27 confirming that you contacted him on February 25. He stated that at that time he had not had an opportunity to discuss the subject and our interest in Samoa but that he would advise you as soon as Mr. Cadwell arrived in Los Angeles. Bill got the impression, and I can understand this, that you were quite disappointed to hear that the Singapore problem has not yet been resolved.

If you think this is a stall, I could understand why you might be quite provoked, but certainly, Ray, we would not intentionally keep stalling along, realizing fully well that had it not been for you we would not have had the opportunity to make the proposal. Mr. Cadwell pointed out to Governor Lee, in what I think was very clear terms, the problems and when Governor Lee left Hong Kong, he indicated to me that he completely understood why we could not go into the proposal until we knew that we could supply Pago Pago at competitive prices.

I know you agree that it is more honorable for us to be honest with you on this subject than to lead you on for the year that it has been since I first met you, indicating there were no problems. None of us had any idea that it would take us so long to resolve the complications surrounding the Singapore problem

Ta :15

as a supply point. I am sending to your office under separate cover a very comprehensive and thorough survey of the entire South Pacific market which I hope will help to convince you that we have been serious in our efforts to develop marketing outlets for Union Oil Company of California in this area.

I hope your stay in Pago Pago will be pleasant outside of the problems we are causing for you and please give Governor Lee my best personal regards.

Very truly yours,

JHM:jm
cc: Los Angeles Office

Ta :17

Unoco (Hong Kong) Limited

AN OVERSEAS SUBSIDIARY OF UNION OIL COMPANY OF CALIFORNIA

JAMES H. McGEE

408-9 TAKSHING HOUSE, HONG KONG
TELEPHONE 28004
CABLE ADDRESS "PETROLEUM HONGKONG"

No. JHM/267/3

March 18, 1964

Mr. Raymond C. Turnbull
President
Pacific Coconut Processing Corporation
8530 Wilshire Boulevard
Suite 309
Beverly Hills, California

Dear Ray:

Your March 12 letter just arrived and I want to again tell you how much we have appreciated the loyalty and enthusiasm you have shown to and for the Union Oil Company of California and its overseas marketing subsidiary, Unoco Limited. Have you received my South Pacific survey yet? I am sure you will be interested in some of the figures shown indicating the potential in this area.

Sorry to hear that your lumber contacts postponed their trips to April 6th. Does this mean that you will returning to Pago Pago in April? When will the dredge go to Samoa? You have a splendid idea to utilize the dredge while it is there to fill in the area in front of your present facility. I hope you will save a small part of this for a marine station.

Kem will be back the end of this month and hopefully I will have more definite things for you soon after. We should be getting near the end of a long and frustrating period of negotiation and study.

Wish you were going to be in this part of the country end of this month as there is a grand prix in Singapore and Bob Harper is taking four or five cars down to enter. Bob is the Ford distributor in the Colony and has been racing the Lotus with some success.

Regards to all,

Sincerely,

Jim

*be

JHM:gt

Tu 18

March 25, 1964

Mr. James H. McGee
Unoco, Ltd.
408-9 Takshing House
Kong Kong

Dear Jim:

Thank you for the survey and my belated thanks for the "History Keepers".

I am enclosing herewith an artist's conception of what I intend to do in that bay at Tafuna. Its slightly out of scale, but will impress the civil servants. I'm ready to start when the legal is done. The water will be 45 feet deep to hold your larger tankers.

My lumber people will be with me on the April 11th trip. Will take them to Savaii, cut down a few trees and close the deal.

I must dredge up that area in front of the office prior to the plant's start-up. That will be in July. I haven't built anything between my office building and the marine railway, waiting to hear from Union. I have also advised Governor Lee that I would prefer to be on the hill rather than the apartments Star Kist wishes to lease from me.

My photography can't compare with an old pro like you, but two of the enclosed pictures show my office and quarters, the other one showing the section that will be filled and retained for refueling Japs. Incidentally, Star Kist informs me they have pulled seventeen of the Jap fishing boats out of Fiji, increased their Formosan and Korean fishing contingent to a total of sixty ships -- all to be operating in 90-days.

Have a wild one going now. I'm dealing with the Congress to let old Uncle Raymie get his feet wet first (and maybe exclusively) in the Trust Territories insofar as sugar plantations and fishing fleets are concerned. If you haven't already cased the area (3,000,000 square miles) for potential you should. The U.S. is going to surreptitiously hold a plebescite and wind up the owner. I want in early because Hawaii's big sugar outfits are running away from Harry Bridges and the Trust Territories are fabulous fishing grounds. Its good empire building material. Your run from Singapore could possibly be shorter.

Hope we can be together soon in Pago to celebrate a victory.

Regards,

Enclosures

Tu 19

March 8, 1963

Governor H. Rex Lee
Pago Pago
American Samoa

Dear Governor:

Old grandma Turnbull is clipping articles again!

Don't know whether you have a tax or not, but thought you might be interested.

Placed the wood info in hands of the two largest cabinet makers for the big brand radio and TV companies. Meeting on March 11th with truck body company, which is interested in fabricating the bodies in Samoa out of local woods.

Union Oil has wired Cadwell, head of Unoco (subsidiary) in Hong Kong advising him to meet me in Pago about the 16th of this month. Will advise you on confirming date.

Yours very truly,

RAYMOND C. TURNBULL,
President

Enclosure

Tu :30

March 28, 1963

Governor H. Rex Lee
Pago Pago
American Samoa

Dear Governor:

The meeting of Chamber of Commerce resulted in a 15 to 4 decision to approve the petition to Congress, as prepared by the stacked board of directors. The four (Ron Pritchard, Burns Philp man, the gutteral talking board member and myself) voting against the petition points up the simple fact that we could control the CofC by expending the $280 to buy memberships for a group that would take our orders. This is, in effect, what the older Kneubuhl did.

During the meeting Chief Pele sat there swilling liquor and getting loaded, building up a head of steam against me for taking sides against Mike. It was fortunate that I left immediately after the meeting because I heard later that Pele ran for his spear and was going to use it. That spear may be a symbol to Samoans but it would be considered a lethal weapon here, especially in the hands of a drunken native. His background of shooting, his monumental rages indicate a lack of stability. I am not afraid of Pele providing I am equally armed but my friends were alarmed enough to insist on escorting me back to my apartment and to the airport.

I should have a report and proposal for you from Unoco within two weeks. McGee went away with the highest regards for you and the business climate. I'm certain that Union will make every effort to do your bidding.

I would appreciate it if Mr. Aspinall would send me the Tax Exemption Certificate before he assumes his new duties as Secretary. I'd hate to start all over with a new A.G.

Thank you for your courtesy to Jim McGee and for your time on the airport inspection tour.

Yours very truly,

RAYMOND C. TURNBULL,
President

Tu :1

May 13, 1963

Governor H. Rex Lee
Pago Pago
American Samoa

Dear Governor:

Am enclosing herewith some of the results of your press conference in Los Angeles. I think this is a great picture of you and your wife, which we will run locally at a later date. The other picture looks like Mike Kneubuhl just asked you an embarrassing question.

Have been waiting with bated breath for you to tell us to come down with our money to purchase the bank. We still stand ready to follow through and to give you evidence that the loan policy will be liberal enough to satisfy your requirements.

Checked with Jim McGee, and their feasibility study is almost completed. The parent company, Union Oil Company, is staying on top of this deal - especially after I advised them that you might put in government tanks and take bids on product. I have further indicated that the fill job on the seaward side of our lease must be completed shortly, or else there will be no way to get through the property on the grounds that our lease will be practically one long building. I am assured that they are moving at top speed and will be ready to negotiate with you shortly.

Before we go further in the Jasper Corporation wood operation, would it be possible, at government expense, to bring one of the Agriculture Department men to Samoa to cruise the timber potential of both Manua and Tutuila to determine the actual amount of lumber available for the plywood veneer business. Your agricultural figures on the amount of wood available is too vague to use in a multi-million dollar operation. On my next trip I want to make arrangements to ship various logs from Pago to Indiana so that Jasper Corporation can make veneer for the final testing leading to the creation of a plant in Pago. It would be most embarrassing if our deal was perfect except for a lack of wood.

Please advise whether or not it is possible to get a lumber expert to give us some actual figures.

Plan to be there on the 27th. Can you give me any prior indication that the bank deal can go ahead?

Yours very truly,

Tu 22

Enclosures

RAYMOND C. TUTHILL

copy R. Hunter 11/15/63

November 18, 1963

Governor H. Rex Lee
Pago Pago
American Samoa

Dear Governor:

I am enclosing herewith a letter received this morning on the wood caper which is self-explanatory, and a tentative lease area map prepared by the Wimberly offices. If the lease area behind the plant could be surveyed out by Brunton before my next trip to Samoa, which is tentatively slated for November 30th, maybe we could firm up some lease requirements and also look into the feasibility of switching back the extension of the already existing road as shown on the plan.

Prior to the dates set in the Rabig letter, I hope to get some tentative arrangement worked out on the Savaii timber. I am going to have to, or this whole deal will fall on its head.

I received a letter from Jim McGee who advised his availability in Los Angeles the latter part of this month to discuss the bulk plant in Samoa. Since receiving the letter, I have had meetings with the Fletcher Oil Co., who have a refinery in Wilmington, California. Both Dan and Bob Fletcher are old polo playing buddies of mine from many years back. I have stimulated an educated interest in the possibility of refining Indonesian crude in Samoa. As you know, the Indonesian crude coming into the states has been jacked up $1.00 per barrel so as to not undercut the local producers. Fletcher is turning out diesel oil in the Los Angeles area at 8¢ per gallon and making a profit. In addition, they turn out gasoline and all the allied products. Subject to real pencil pushing on the requirements of both American Samoa and the possibility of marketing in other areas, the cost of diesel (8¢ per gallon) could probably be maintained in Samoa. A few days ago the thought occurred to me that Fletcher could produce the product and the Union Oil Company could market the product, thereby satisfying both businesses and getting the greatest coverage of products in the South Pacific. I have discussed with Fletcher this possibility and the idea is attractive to them. When McGee shows up, I will try it out on him. If we can put this deal together, it cannot only create good profit motive for the two companies, but it can attract the tramp trade to Samoa for the purposes of fueling. Local figures indicate that the tramp trade business leaves $17,500 per trip in the ports where they fuel, this covers provisioning and fueling. There is a potential value in setting up Samoan cooperative stores for the purpose of provisioning and supplying the other needs of such tramp trade. This operation could sure as hell kick the pants off Standard Oil Company, as well as reduce the cost of power to the industries that we hope to attract to Samoa. I will keep you advised on the attitude of Union towards this new wrinkle.

Tu 23

Governor H. Rex Lee
Page -2-

November 18, 1963

I have taken a look at the plans of your hotel in Wimberly's office, and I propose that we enter into a labor contract to build your hotel. We will bid the total labor requirement and supply the required performance bond. I would advise Tonga against taking any portion of the contract less than the total contract for labor, principally because of their pride and ability to work uninterruptedly. They want to stand up and be counted on their ability, and if Tongan labor was co-mingled with Samoan labor, they would have to share the blame, if any, for the slowness of the job and possibly bad workmanship. The Tongans also are accustomed to starting work at 5:00 A.M. and working to 10:00 P.M. Obviously, trouble would brew between Samoans and Tongans. If your Mr. Picardi could intelligently plan the purchasing and arrival of materials and equipment for the hotel, the Tongan crew could do the job. If items like the laminated supporting members and other construction materials were backordered, we would have a crew standing by with nothing to do. I firmly believe that your construction schedule would be reduced, and I am certain that the overall costs can be reduced. One example of the savings we made was the slab for the plant. Had we purchased transit mix from you, the cost of the material alone would have run to $15,000. By bringing in our own cement, the total cost of material and labor approximated $5,000. By bonding this job we would be totally responsible for the completion of your project, thereby releasing your Public Works to other projects.

When the working drawings are ready, Pago Development, Inc. will submit to you a total labor bid. If accepted, we will put up a performance bond in that amount.

I have a cost figure on dredging out the bay at Tafuna. The cost, including the mobilization and the demobilization of the equipment, approximates $2,500,000. While this figure appears staggering, deep water frontage must be built to house the industries that I propose to bring to Samoa. I would like to go over with you on my next trip the areas best suited to create 100 acres of deep water frontage. I would feel like a jackass attracting industries there without having a place to put them. In the event you have forgotten our discussion in San Francisco, would you please try to include in the present Bill before the Congress the specific Tafuna location for the creation of new land from the present submerged land. I will be bringing a dredging engineer with me on the 30th to start preliminary engineering appraisals of Tafuna harbor.

Mr. Schieck just called to advise they were hoping to clear P.C.P.C. by December 15th. The machine will be ready by the end of this month.

I will keep you advised as I stoke my opium pipe.

Very truly yours,

RAYMOND C. TURNBULL,
President

Enclosures

November 20, 1963

Governor H. Rex Lee
Pago Pago
American Samoa

Dear Governor:

If you have already started a file on Jasper Corporation, I am enclosing herewith the Dun & Bradstreet report on them. You will be able to determine which one of the group coming to Samoa is the most interesting.

Yesterday I talked to Jim McGee who is in Honolulu. He will be coming to Los Angeles December 2nd. I discussed with him the possible interest that Union might have in marketing the products that could be refined in Samoa. Jim seemed enthusiastic, and we will have meetings here with the Fletcher Oil Company after I return from Samoa on December 8th. One particular item of interest that he mentioned was the fact that [illegible] of the Indonesian crude was referred to as "hot oil", and major oil companies are [illegible] this oil because of the morality involved. It seems that Indonesia exported the Shell Oil Company's holdings in Indonesia and the nationalization is in not processing this particular crude. Jim advised that there is plenty of good crude out of Indonesia, and that a combination with a refinery in Samoa could really open up that area with low cost production. Personally, I think this combination will be a tremendous boon to American Samoa, and at the present time, I am delighted with Jim's first feeling on the matter.

I was talking to Mr. Austin at the Bank of Hawaii, and from what I gather, you people are pretty well set on your hotel caper. Now that the financing is set, could we open up the big guns on the bank again? I don't like to keep bringing up this particular subject, but Ralph Picardi is [illegible]. It's sometimes hard to hold people's interest over a long period of time. If there is any possibility of a purchase within a reasonable length of time, I can keep the deal alive. If you think its a dead issue, please advise and I will call off the dogs.

I still have my spies out looking for a 63 foot cruiser with the Packard engines. This should get you and your entourage to Hawaii in a hour and a quarter, and supply plenty of cockpit for fishing.

Captain Jacobs stopped in to see me and advised that I was preparing to hire a professional shipper. I made my offer to [illegible] ships and return the crews by plane at my cost and expense, providing I could ship my plant machinery, and by so doing, save more than the cost of returning the crews to Los Angeles by air. I am waiting now for word concerning the amount of tonnage I will be able to carry on the lighter.

BEST COPY AVAILABLE

Governor H. Rex Lee
Page -2-

November 20, 1963

My last letter brings you up to date on the general arrival plan of the Jasper people and your friendly vine maker - me. I will be down on the 30th with the dredging engineer.

If there is anything I can do for you here, either wire or call me.

Yours very truly,

RAYMOND C. TURNBULL,
President

Enclosure

TT 26

GOVERNMENT OF AMERICAN SAMOA
OFFICE OF THE GOVERNOR
PAGO PAGO, AMERICAN SAMOA

In reply refer to:
GAS/15B
Serial: 2555

Mr. Raymond C. Turnbull, President
Pacific Coconut Processing Corporation
8530 Wilshire Boulevard
Suite 309
Beverly Hills, California

NOV 29 1963

Dear Mr. Turnbull:

This will reply to your letter of November 18, 1963, concerning several subjects.

Concerning the housing behind the plant, I have been specifically told by both Star-Kist and American Can that they are not interested in this area for housing under any circumstances. Star-Kist has indicated that the area in question will be needed for warehousing space instead of housing. I shall be glad to discuss this further with you upon your arrival here.

I noted with interest your letter from Mr. Habig, and will look forward to hearing how you make out on the Savai'i timber deal.

The question about refining Indonesian oil in American Samoa is an interesting development. I have two reactions on this: (1) While it would be extremely attractive to us in terms of getting cheap fuel oil and other oil products, I suppose that it would be very difficult to find a site that would be satisfactory for a small refinery in an area that would not ruin the tourist potential of the rest of the island. However, I would be glad to explore this with you. (2) Before we get too deeply involved in discussing this possibility, since it concerns foreign crude oil, I would want some advice from experts in the Department of the Interior who are charged with the certain responsibility under the law in regard to both foreign and domestic oil products.

I am reasonably sure that the hotel corporation will be interested in your proposal to bid on the hotel. However, as I expressed to you on your last visit, this is something that will have to be handled very carefully and discussed with the corporation. The cost figure on the dredging was somewhat staggering but I assume that this is a very expensive operation. The day after we discussed this matter in San Francisco, I checked back with Washington and found that it was already too late to incorporate any new areas in the existing legislation so this would have to be done on a separate piece of legislation. I don't mean to sound pessimistic on all of these items you have come up with but they are all rather complicated and cannot be set up overnight.

Sincerely yours,

H. REX LEE
Governor

TT 27

GOVERNMENT OF AMERICAN SAMOA
OFFICE OF THE GOVERNOR
PAGO PAGO, AMERICAN SAMOA

In reply refer to:
GAS/15B
Serial: 2553

Mr. Raymond C. Turnbull, President
Pacific Coconut Processing Corporation
8530 Wilshire Boulevard
Suite 309
Beverly Hills, California

NOV 29 1963

Dear Mr. Turnbull:

Thank you for your letter of November 20, 1963, concerning a number of items in which you are interested.

I was glad to have the file on the Jasper Corporation and am looking forward to hearing how you make out on the Savai'i supply.

In regard to your discussion with Jim McGee, I will be interested in hearing further from you as to these discussions. The questions that you had on this were answered in my reply to your letter of November 18.

On the matter of the sale of our Bank, I am still not prepared to enter into any firm negotiations. We have not arrived at the point where I would be willing to do this and I do not know when we will be. I do want to assure you, however, that my feeling is that the Bank should be sold at the appropriate time.

In regard to our boats that are coming here, I was interested in your comment about Captain Jacobs' discussion with you. I advised Captain Jacobs that if you had a good crew that was available to bring the boats down, I wanted him to negotiate with you in relation to your cargo and crew and to try to work out some kind of arrangement. The last time I heard from him, he indicated to me that he had discussed the matter with you but that you did not have any kind of crew firmed up. I advised him to keep in touch with you and to work on the basis of either part or complete crew and also on the basis of your cargo.

I will be interested in discussing this with you on your forthcoming visit.

Sincerely yours,

H. REX LEE
Governor

Th 29

December 13, 1963

Governor H. Rex Lee
Pago Pago
American Samoa

Dear Governor:

Recapping today's conversation:

1. Jim McGee, after careful study of the South Pacific, indicates readiness to proceed on basis of bringing in finished products from Singapore, using new proposed land at Tafuna for major site.

2. Unoco would endeavor to capture markets in Tahiti, Fiji and Western Samoa - based on price and good service - the main operation emanating from Pago.

3. Secondary location in Pago in front of our office, tank battery on hill behind old power house. To service fleet and power house and plants. Dracone to haul from Tafuna to Pago harbor, force pump from dock to tanks.

4. Unoco willing to market products of a new refinery providing product worthy of Union name. I'm not overlooking fact that Union owns half of Singapore Refinery and would naturally plug their own investment rather than a new one in Pago. Contacted Fletcher Oil, who is standing by to receive figures from me - Union to supply market figures to me within week. Still believe there is possibility of refinery - will dig out facts and report on Fletcher interest.

4. Prefer to bypass apartment deal on hill until oil deal consummated. Have contacted Ross Moody for firm price on filling embayment with stateside dock. Expect figures in two weeks. Will advise.

Don Schrauck (kick that name around) of Dillingham will be coming down with me at same time Jasper comes. I'm trying to work out the all-American plan of dredging Tafuna, hotel site, Pago sites and Western Samoa - all at the same time, providing American Samoa is first. Also offered $125,000 cash for Kaiser #1 dredge, which I would lay off ultimately to Western Samoa for $250,000 providing both thee and me could gain some benefit - also Dillingham!

Talked to Milley of Pan Am in New York today concerning trunk lines from Pago to Tonga, Fiji, etc. - no interest. I thought speeded-up service from Pago to other areas could induce tourist traffic after hotel is in. Also offered to purchase 51% PAL and put two more DC3's into the traffic, including Tonga. They are still mulling this offer.

Th 29

Governor H. Rex Lee
Page -2-

December 13, 1963

Still high interest in Dillingham to make new land at Tafuna. I'm going to have to hustle to put new industries on the reclaimed land. How much leeway can you give me to take advertisements in Wall Street Journal at my expense, to induce a lemming-like trek of business to Samoa? Can I give a box number with a provocative ad reading, "Industries wanting to enjoy an Industrial Tax Incentive Program in American Samoa write to Box _____"? I would like to get a feel of the market if you'll let me. Please advise on this. The answers could be handled by us or we could turn them over to you. I know your format and necessity for approval, but I'd like to get business clamoring - and fill that reclaimed area - otherwise we cannot substantiate the 2-1/2 million dollar expenditure.

I hope you are in Pago when I bring the wood boys down. We are going to need a push from the top - you.

Will advise as infor comes in.

Yours very truly,

RAYMOND C. TURNBULL,
President

TA 330

GOVERNMENT OF AMERICAN SAMOA
OFFICE OF THE GOVERNOR
PAGO PAGO, AMERICAN SAMOA

In reply refer to:
GAS/153
Serial: 2773

Mr. Raymond C. Turnbull, President
Pacific Coconut Processing Corporation
8530 Wilshire Boulevard
Suite 309
Beverly Hills, California

DEC 30 1963

Dear Mr. Turnbull:

This will reply to your letter of December 13, 1963. It is unclear to me from your letter whether UNOCO is prepared to start negotiations on the basis of their refinery in Singapore or whether they are holding off until there is a determination made as to whether such a plan might be worked out. If UNOCO is ready to start conversations, I would be glad to meet with them at any time. As soon as you have further information on the Fletcher project, as I indicated to you earlier, I want to check this out with Washington before making any decisions.

In relation to your putting an ad in the Wall Street Journal, I would prefer that you not do it at this time. There has been a great deal of discussion about the amendment of the tariff act in relation to its dealings with territories. There has been substantial criticism in the past two years in the Congress about some of the alleged abuses and I do not want to start a campaign of trying to get industries to Samoa because of either tax exemptions or tariff advantages. I will be glad to discuss this further with you on your next trip to Samoa.

Sincerely yours,

H. Rex Lee
Governor

TA 331

Governor H. Rex Lee
Pago Pago
American Samoa

December 30, 1963

Dear Governor:

I will advise the importer of meats that the climate is not right for a processing operation in Pago Pago, as per your information today regarding the present congressional hassle on the subject of tariffs. I hate to see $105,000 a month to G.A.S. float out the window. A big change in tariff regulations could wreck our business.

For your amusement, I am enclosing a copy of an article that appeared in the Washington Post on December 25th. You can see somebody else thinks the coconut processing plant will succeed.

We are still waiting for that damned machine to come out of assembly. By the time it does, President Johnson will have probably dried up the give-away programs that we were planning on using. Inventive machinery such as ours always takes longer to assemble and get working correctly. They are working on it 24 hours a day, and I hope that everything will be out of the way by the end of January. In the meantime, I will be sending down our boilers and other equipment which is steaming at our freight forwarders.

I expect to meet with Jim McCoe within the first few days of January to firm up a complete package to hand you. I will call you as soon as I hear the story. I would like to hold Union to the cost of filling in at the back of our plant, as well as create a new facility for them in the Tafuna area. In any event, it won't be long before we will be putting Tungi's 2600 ton ship alongside the plant to discharge coconuts, and I would prefer to have the crash program of dock making picked up by Union.

We have lightly used the words "rent" or "lease" your ship for the purpose of going to Savaii. I would appreciate knowing what these words mean in dollars and what, if any, credit can be charged against that lease or rent from the $1,634.00 formerly paid to G.A.S. for a non-existant paint job on buildings belonging to G.A.S. - all for the beautification of the Fifth Conference.

Would appreciate knowing more about the hassle concerning the tariffs in Congress. I had been advised earlier that the Virgin Islands textile trouble had been adjudicated.

Bob Pedersen, Vice-President of Star Kist, called me concerning the apartment caper. I mailed him a set of plans that Pete had sent me. They are evidently unhappy out in the countryside and wish to be in closer contact with the shops and activities. By the time the Union Oil deal is closed we can determine, at least from our part, the requirement for tankage on

Governor H. Rex Lee
Page -2-

December 30, 1963

the hill. I trust that this holdup for the apartments on your part is due principally to the pending Union deal. I agree that housing doesn't return very much in profits, and certainly does not contribute to economic growth. More of Star Kist plans will be available by my next trip. I am enclosing a preliminary drawing of Pete's which would follow the contour of the hill without disturbing the ground. Maybe a batch of these would fit your housing needs in the bay area. They would be constructed similarly to our office using redwood board and batt with a driftwood finish. You can select the interior paints because of your marvelous choice in the Tafuna housing - ugh!

If you get a change of orders putting you in the States the middle of January, please advise so I can run Union and the Jasper people into your corral.

Yours very truly,

RAYMOND C. TUNNICLIFF,
President

Enclosures

March 16, 1964

Governor H. Rex Lee
Pago Pago
American Samoa

Dear Governor:

I am enclosing herewith a rendering of our proposed harbor development at Tafuna - at least one can get the idea of what we have in mind.

Many factors have been allowed for in this concept, the aesthetic approach regarding the FHA housing area and its access to boating and swimming, as well as leaving beach sites for their recreation, club houses, and possibly the Coast Island site. The most important factor, in our estimation, is not disturbing the fishing grounds of the native villages surrounding this lagoon. I had earlier discussed with different Samoans the import of this lagoon for fish and for shell fish. The most important part is the foot of the bay and its mud bottom. Public relations-wise our concept stays in the disturbed area already backed by drag-lines.

Another thought incorporated in our picture is to make readily accessible wharfage to your Public Works compound. The government control of the water front would insure wharfage requirements that your planners have projected up to 1968. This would result in tremendous saving to the Government in the Pago bay area.

Our rendering shows no ship dockups inboard facing the housing tract. This is deliberately intended so that no possible ship contamination can divert to water inboard of the dock. The design takes into consideration the cleaning of the inboard area by tide changes. To our detriment, however, is the additional costly expenses of building another side to the docking area.

Our overall concept entails the landscaping of any proposed plant in a manner that would be not only compatible with the surrounding territory, but outstanding in beauty. I am a strong believer in having any light industrial plant constructed and landscaped in a manner similar to one's housing, complete with exotic outdoor lighting.

I believe Ned Wiederholt opposes this development as originally suggested on the basis that it would represent an eyesore to the housing area, as well as choking the tract off from the sea. I trust that this approach is more acceptable to his aesthetic tastes.

I suppose the real problem with this venture lies in a deal that the Congress will accept as more than advantageous to themselves and your Government.

Governor H. Rex Lee
Page -2-

March 16, 1964

As you said before, how can the Congress measure either the value of this project to them or to the people that create it. Instinctively, they will envision great profits for anyone who wants to do the project. I can draw up a Bill of Particulars showing the saving of $7 million to the G.A.S. over the next five years by having this docking available to the G.A.S. I could prove that the trucking costs alone from the Pago dock to Tafuna represent substantial savings when equated with a seagoing dock close aboard your Public Works Department. It can be easily shown that your whole effort to beautify Pago by removing the industrial overtone would be successfully and quickly attained by the movement of commercial shipping to the lagoon at Tafuna.

Furthermore, the only incentive for doing this project is in trying to attract commercial ventures that would return the investment and a profit to us. Again, the benefits of such industries, which are acceptable to you, would be beneficial to the general economy both in taxes and employment. Unfortunately, partial development is not possible to meet each individual business need. We must gamble the full cost of development and hope to attract acceptable industries. Prior to the subdivision to Congress, I would have some committed lessees acceptable to you.

If the master plan is completed and coupled with the harbor development, and if the projection of refueling, troop ships and prepositioning and ship chandlery can be accepted to be a part of the overall plan, then cooperative stores could be developed in the area to attend such water front development.

This plan is purely to dream by, and probably would be more attractive if looked at with "lovely hula hands" playing in the background.

I would appreciate it if your planners could critique it. There is no scale on the rendering, and my artist friend has misplaced the old study, but the general layout represents our present thinking. Complete engineering plans including coring information would be submitted for your approval.

Yours very truly,

RAYMOND C. TURNBULL,
President

Enclosure

9:30 AM
Split cost if agt

2 Secs. Meeting recessed — Halsey not coming.

Split cost if agt
1. Letter from Governor - his file requirements.
2. Agreement from Gov on what Tafuna land to be built - Immediate survey ordered and advertise immediately
3. Use of car for 1 hour to run old road behind plant — drawing for apartments (5)
4. L.S.D. - Can we get it? (yes - Split cost) We fill landward make dep. after dock — use mean property line out to within 30 ft — no consideration to USG other than our present use processing — we need land for bldg house now.
5. Standard Oil
Lack in Gov. Bruce
(a) Lease on new land Tafuna (5 Acres)
(b) Use land, runs to service Jaspar.

PC PC

Capp advises:
See Cliff H. Abrahamson Abrams (Head Wholesale)
Mr. Ditter (Reg Mgr) & Olsen (Supt Rec Opns)
Mr. McGowan
Mr. Bubis

Tu '36

Possible leases
Seeks to
in Hon. Mr Olsen - Standard Oil - Honolulu
(possibly 5 Acres Tafuna)

U.S. - 5 Ac - 1200 ft frontage plus entrance dock. They need 45' water - Proprietor calls for $2,000 per annum present price - Can Docs if Tafuna is done.

Points for us to discuss with Governor.

15 March 26
1. 45 days to do total 300,000 yds.
We can remove Apia and Asau harbor and more coral at 15¢.
to April 30.
They are using small dredge — longer time — use complete earlier.

Tu '37

Governor H. Rex Lee
Pago Pago
American Samoa

April 22, 1964

Dear Governor:

Recapping our lumber caper I feel that something substantial has been started that will result in benefits to both Western Samoa and American Samoa.

Mr. Habig and I had long talks concerning the program and the format to be used. I thought your ideas of getting the maximum cooperation from Western Samoa were great, and I'm sure your suggestions will be utilized in the proposal.

Mr. Habig was already working on the pro forma while enroute to Honolulu. The old lumberman, who talks with cush in his mouth, remained sphinx-like throughout the trip until he got into the forest at Sa.ali - then the enthusiastic transformation - somewhat like the Freshman's first visit to the Follies.

I am trying to work out a deal to purchase the Kaiser dredge at a greatly reduced price so I can bring it down for a permanent berthing in Samoa. I am disappointed that we can't sweep through Nu'uuli Lagoon with the world's largest dredge (presently at Cebu, Philippines) and do the big land reclamation project within a six month period. It is unfortunate that Congress concerns itself so assiduously to the mineral-free tidelands of Samoa while lousing up the continental shelf that carries hydrocarbons. The Nu'uuli project would be invaluable to the Government if Pacific hostilities were to occur.

Would it make any sense to extend the Jasper requirement to 50 acres plus 10 acres for Union Oil and let us work on that project? With the dredge there we could always enlarge the area when new industries were approved by you. I can't see any other way to produce the land required.

Your suggestion on corporate matters involving the wood caper prompts me to inquire as to the feasibility of doing the same in purchasing the bank. I would undertake to furnish your requirements of ownership (people involved, price), the ownership to be in an American Samoa Corporation. The minority stock interest (49%) would be paid for by our group, but laid aside for Samoan purchase or possibly your Development Corporation. The ownership would then be communal. The Governor would automatically be a Director and some Samoan representation would be on the Board. If you are interested in this approach,

I could get a more formalized proposal made up for your consideration.

I will be leaving here April 30th for New York and the P.T. Boat Reunion convention through May 1, 2 and 3. I have an appointment to see Secretary Udall at my convenience. If I haven't set the time before April 30th, I will see him on May 4th. This is on a big deal in the Trust Territories and I'm going to alert him to my program before President Johnson tells him to expedite it. Don't laugh - strange things happen. Incidentally, I'm sure you already know it, but the boys upstairs are delighted with your administration of that "green hell". Its nice to be loved! John Bailey, Lloyd Hand, et al. are entranced. You know Bailey already and Hand is Godfather to LBJ's kids and vice versa.

If you will be in California on May 5th or 6th, please call and I'll pick you up at the airport to go boat searching.

Yours very truly,

RAYMOND C. TURNBULL,
President

June 2, 1964

Governor H. Rex Lee
Pago Pago
American Samoa

Dear Governor:

I am enclosing herewith both the turndown letters on the Union Oil Company deal in Samoa and the press releases indicating the sale of the Singapore refinery.

British Petroleum has indicated no interest due to the low volume. While they are only 50 miles away in Apia, this sounds typical of British mentality and lack of imagination.

To back stop the Unoco deal, I had some meetings with the top brass of Mobil Oil in New York over a month ago to determine whether they could come into Pago with a full line of products and undercut Standard Oil. They indicated an educated interest, but advised that Standard had recently lowered their diesel price to 14.8¢ and the fishing fleet price to 14.95¢. They also advised that Star-Kist had entered into a 10-year commitment with Standard to buy 60% of their petroleum products, contract started in 1963. I knew, of course, that Mobil had been in canvassing the area two or three times, and once as recently as 1963. Mobil is interested enough to prepare another general proposal which will be made to you. I offered to supply two retail outlets in Pago in a first class manner a la Pete Wimberly - modern Samoan service stations - if their proposal to you was accepted.

I am now back on the refinery tangent, checking the feasibility of processing Kuwait crude. If we could bring the price of diesel and fishing fleet oil down considerably, the operation would be feasible. I will supply you with the information as it develops, keeping in mind your earlier warning that any refinery in Samoa would require study and authority from not only your Department, but the Interior Department.

The report that Union made for area marketing indicates a good potential in Tahiti, Tonga, Fiji and Western Samoa. Subject to all of your conditions and Interior's conditions, this approach

may be the answer to lower prices. In the meantime, I'll keep whacking away at Mobil and see where the chips land.

Yours very truly,

RAYMOND C. TORNBURG,
President

Enclosures

GOVERNMENT OF AMERICAN SAMOA
OFFICE OF THE GOVERNOR
PAGO PAGO, AMERICAN SAMOA

In reply refer to:
GAS/6C(1)
Serial: 1409

Mr. Raymond C. Turnbull, President
Pacific Coconut Processing Corporation
8530 Wilshire Boulevard, Suite 309
Beverly Hills, California

JUN 9 - 1954

Dear Mr. Turnbull:

This will acknowledge your letter of June 2. Governor Lee is presently in the continental United States on business. Your letter will be brought to his attention upon his return. I might say in closing that Kenneth W. Bock from Mobil Oil was here in American Samoa just a few weeks ago. He left us with the understanding that Mobil Oil will submit a new proposal in the very near future. We thank you for your interest in American Samoa.

Very truly yours,

OWEN S. ASPINALL
Acting Governor

American
Charles Small - will
Mobil
Clyde Port } N.Y.
Hugh Keeley }

Tu '42

June 11, 1954

Governor H. Rex Lee
Pago Pago
American Samoa

Dear Governor:

I advised you earlier that I had been consulting with top management (Clyde Port and Hugh Keeley) of Mobil in New York for a period of five weeks in an endeavor to induce a proposal that might be acceptable to you. Kenneth Bock was in Samoa to look around, but the top American who can make a deal with you is Charles Small, who will be coming to Samoa sometime after July 7 when I wire him. I have already supplied Mobil with the Union report so as to set a low cost factor in their minds.

I will have some interesting delivered-to-Pago prices for you by the time you leave for Samoa. I'm hoping they will almost halve Socal prices. With this information you can beat their heads in - or make Mobil market the products with only the area and wholesale markup added. These prices are being furnished by Summit Industrial Corporation of New York with facilities in the Far East. Dr. Sun is the venerable stuttering Chinese president. The company is reliable, well known and respected by the trade.

Yours very truly,

RAYMOND C. TURNBULL,
President

P.S.
Attached hereto are CIF prices per Summit Industrial Corporation.

R.C.T.

Enclosure

Tu '43

June 25, 1964

Governor H. Rex Lee
Pago Pago
American Samoa

Dear Governor:

The latest communique from Washington regarding influence peddling on the P.C.P.C. loan is as follows:

Stanley Mosk, Attorney General for California, has a call into Luther Hodges and will talk to him today. Congressman Aspinall has ordered the three top men of the A.R.A. to his office for a full explanation of the turndown. Senator Jackson is working on it in his own mysterious way. Tommy Corcoran, the President's personal attorney, is working in his mysterious way. The Democratic National Committee Headquarters' Mr. O'Brien and Mr. Brawley are skulking in the underbrush for what they can accomplish. I have two people holding back until the results are in with the deadline being next Wednesday. If we haven't hit paydirt by that time, there will be a direct order emanating from the White House to put the loan through, and concurrently therewith, Senator Magnuson, Commerce Chairman, will enter the picture.

I talked to Marty yesterday and passed on the word that Gappa had given me (on the subject of signing papers) and Marty said, in effect, that all of his activities were being carried on now direct with the Washington S.B.A. office and that Gappa was just yapping on the sidelines. He also said that he had talked to Leon Langan, who had advised him of the command appearance of the A.R.A. before Aspinall. Marty seems to think that our loan picture is brightening.

To backstop all of the petroleum capers that I had been working on for you, I had talked to Asiatic Petroleum and they in turn had contacted London regarding new reduced petroleum prices for the American Samoa area. Yesterday, Mr. Galeon of Asiatic called me from New York and advised that their representative would like to be in Samoa sometime during the last half of July to discuss with you your petroleum problems. At the present time I believe the company that quoted the prices I gave to you will be interested in financing the whole marketing feature in Pago, as well as developing it to the extent where other markets can be serviced from the main plant in American Samoa. It was indicated to me by two Western Samoa officials that they were interested only in price and that they would replace their present suppliers, if we could come up with a reduced price in products and good service.

Prince Tungi would be interested in putting on a small tanker to service Western Samoa, Tonga, The Cooks, and maybe even Tahiti. It appears like an interesting project, if Pago could become the distribution center for that area of the Pacific.

TL 44

Governor H. Rex Lee
Page -2-
June 25, 1964

I talked to Bill Mullahey yesterday concerning our hotel venture in Guam, and he advised that while the world contract with Standard Oil could not be broken in the Samoa area, we could have tankage for jet fuel, sell it to the Government at cost, and the Government in turn could sell it and make a good profit to Pan American without stirring up the Standard Oil giant. Bill said that the costs of stopping in Samoa are exorbitant due to the fuel costs, and that a reasonable price for the fuel could have a bearing on increased activity through Samoa. I am getting together with Dr. Shaw regarding all aspects of the project and will advise you as to the outcome.

Bob Weesner, our new Treasurer of P.C.P.C. and the head of Wayne's production company, just called. Now that he is back from Washington and New York, we will finalize the plans to get you the two X-ray machines and the super master batch of heavy equipment from Peter Kiewit and Sons.

On the lighter side, I have decided to install electronic chimes at the plant site which will be similar to those you may have heard in the Waikiki area. They play a little song and then chime out the hour. We can get all kinds of tapes made, including Samoan songs, Christmas carols and whathaveyou. This will add a little touch to Pago Harbor, providing, however, that the damn Samoans don't drop their pick and shovel that they are leaning on and run to church every time the chimes ring.

I hope it fits your pastol to meet with representatives of both Mobil and Asiatic Petroleum sometime between the 15th and 30th of July in Samoa. Long before that time, however, we will have a deal laid on your desk from the Summit Industrial Corporation in New York.

Yours very truly,

RAYMOND C. TURNBULL,
President

TL 45

July 1, 1964

Governor H. Rex Lee
Pago Pago
American Samoa

Dear Governor:

I am enclosing herewith the information and breakdown of Dr. Shaw on setting up a facility in Pago. If you will adapt the CIF prices that I gave you to these costs, you will see we can be in the ball park. Please hold these figures confidentially.

When I can determine what our total market can be, and if that figure is reasonable, we can come down to work out a deal with you and get started immediately thereafter on putting in the facility. I must tote up the total number of barrels that we could reasonably expect to sell to your Government, to the Japanese fishing fleet, to Tonga, to Western Samoa, to Polynesian Airlines and to Fiji. It would help in the compilation if you could have one of your snoopers obtain the total throughput of Standard Oil on all petroleum products.

Dr. Shaw believes the main tank batteries should go out near your Public Works Department, and that a self-propelled barge drawing very little water should make the trip into Pago Harbor from Nu'uuli lagoon to a T-dock in front of our plant and pump the fuel by an underground pipeline to a small tank battery behind the old power plant.

Using the figures in your 1962 Annual Report for your power house requirements, and adding the fuel requirements of industry and the fishing fleet, the tank requirements on the slope would not be too large, and somewhat of the size of the two new tanks we just put in at P.C.P.C. to catch rain water. These tanks are 1,000 barrels each.

It is contemplated that pipe lines could be put directly into your power plant and into the industries next to P.C.P.C.

The final stage before completing this deal is compiling the market potential. The mechanics would entail an American Samoa corporation which would distribute not only in American Samoa, but the other areas in that part of the Pacific.

Tu 046

Governor H. Rex Lee
Page -2-

July 1, 1964

I am very much impressed with Dr. Shaw, and believe we can have more action and less talk than with any other company. Dr. Shaw is also willing to put in one or two beautiful stateside service stations.

I think we have something here as to price, and knowing your desire to clean up the petroleum picture, I will move as rapidly as possible to fill your requirements.

Yours very truly,

RAYMOND C. TURNBULL,
President

Enclosure

Tu 47

COPY.

GOVERNMENT OF AMERICAN SAMOA

PAGO PAGO, AMERICAN SAMOA

GENERAL SUPPLY DIVISION.

July 27, 1964.

SPECIFICATIONS AND PRICES ON POL, LUBRICATING OIL AND GREASE FROM STANDARD OIL CO. OF CALIFORNIA.

PRODUCT	PRICE	
Chevron Gasoline, Gravity 60°F. 63.5, 82.8 Octane Lead 2.7	.193	
Chevron Diesel Fuel, Gravity 60°F. 38.4, Flash Point 200°F. Viscosity 100°F. 3.73, 57 Cetane Colour - Yellowish, Pour Point -30°F. Carbon 0.05	.165 .168	C.T.V.
White Gasoline, Gravity 58.8, 75.0 Octane Carbon 1, End .295	.303	
Pearl Kerosene, Chevron, Gravity 44.1 Viscosity 1.70	.228	
Super RPM Delo Special, SAE 10 Super RPM Delo Special, SAE 30 Super RPM Delo Special SAE 20	.88 .788	55 gal. Drums MPM, Pan
Socal 3 olvent, No.25, 55 gal. Drums	.79	Gal
RPM Delo Supercharged 3-30 Lubo Oil,55 Gal.Drums	1.063	Gal
Chev. M/V Oil, 1010, 55 gal. drums	1.017	Gal
Standard Thinner, No.350, 55 gal. Drums	.528	Gal
RPM M/Serv Gear Lube 90, 35 lb. containers	7.53	Can
RPM M/S Gear Lube 140, 415 lb. drums	.20	lb.
Chevron Plastic Cement, 5 gal. cans	7.72	Can
Chevron Starting Fluid, 12 oz. cans to case	1.85	case
Chevron Grease, Heavy Duty, 120 lbs. to drum	44.25	Drm.

* Indicates Tank Truck Delivery - Charges Indicates customer Tank Truck Delivery.

Tu 48

DEPARTMENT OF PORT ADMINISTRATION

LIST OF MAJOR PETROLEUM PRODUCTS IMPORTED BY STANDARD OIL CO. FOR THE FISCAL YEAR 1964

July 1, 1963 - June 30, 1964

DIESEL FUEL	5,256,914 Gals
OIL LUB.	54,701 Gals
OIL, OTHER	38,829 Gals
GREASE	12,066 Gals
GAS MOTORS	420,728 Gals
JET FUEL	3,312,164 Gals
GAS AVIATION	992,944 Gals
KEROSENE	204,202 Gals

7,292,548 Gals

401 - 892 / day

Tu 49

Pacific Coconut Processing Corporation

H R H Prince Tevoi
Chairman of the Board
Raymond C Turnbull
President
S T Navao
Vice President
Reese H Taylor Jr
Sec Treas-Mgr

Executive Offices
8530 Wilshire Boulevard, Suite 309
Beverly Hills, California
Telephone: OLeander 5-5761
General Office and Plant
Pago Pago, Tutuila, American Samoa

Governor H. Rex Lee
Government House
Pago Pago, American Samoa

October 15, 1964

Dear Governor:

The following represents accurate figures on the petroleum caper and an offer to kick around:

1. The storage capacities would include one Mogas tank of 20,000 bbls. floating roof, one Kerosene tank of 10,000 bbls. cone roof, and two Diesel tanks of 35,000 bbls. each with cone roof.

2. The cost for these tanks should be around U.S. $250,000. The pipelines, pumps, accessories, jetty etc would bring the total installation cost up to $500-600,000. (cost of land disregarded)

3. The total turnover in Pago of 20,000 tons per annum would require only a 12,000 ton tanker every six months. Of course I am holding out to the investor that other markets can be developed in the future.

4. I propose that the land across the street from PePc, including the old power house, be leased on a long term basis, the rental being $2,000. per year for the first two years, $7,000. per year the following two years and $14,000. per year thereafter. I refer to the land on the slope above the power house for the tankage. The payout on the total investment will be too long if the lease payments are anything more than a giveaway, especially in the light of having to undercut Standard substantially.

5. The format would include, in effect, three parties. One would pay for the capital improvements, one would deliver the products required (our Chinese friend) and the other party would be the operator. It is understood that you would have to clear the whole deal from beginning to end but the last unknown, at this time, is your thoughts on lease rentals - also the inclusion of the old power house as part of the deal. Could you kick it around and let me know your thoughts. I then can weave a gossamer web around the principals.

Enclosing letter received in answer to my letter concerning that PIC article on the President Johnson Cult in the Solomon Islands. Note the signature - this guy just got bumped for being a hero.

Yours very truly,

TC 50

Governor H. Rex Lee
Government House
Pago Pago, American Samoa

November 15, 1965

Dear Governor:

I have submitted to you, detailed proposals concerning new petroleum facilities in Samoa, the financing company that will disburse fuel products directly to your powerhouse and to the fish companies and the drawings of the tank batteries on the hill across from PCPC.

We have discussed your problems with Standard Oil Co. and their high rates for all petroleum products, our talks and planning having spanned nearly three years. During that time I have brought UNOCo from Hong Kong, Mobil from Australia and Summit Petroleum from New York and Thailand. Months have been spent working out suitable locations for tank sites, not only in Pago Harbor but also at Tafuna.

Our agreement with Summit is in effect and the delivered costs of petroleum products to your government, to the fish companies and to PanAm will be less than one-half of the cost charged by Standard Oil Co.

You advised me earlier that my proposal would not be used to influence Standard to lower their prices but the result has been the same, in that they have lowered their prices temporarily to discourage competition.

In a meeting in your Pago office in May you advised that you would make a decision. Could I expect an answer from you shortly?

Yours very truly,

Raymond C. Turnbull

TC 51

OCEANIC PETROLEUM CORPORATION

BALANCE SHEET

DECEMBER 31, 1953

Tu 52

GEORGE D FUNATO & CO.

OCEANIC PETROLEUM CORPORATION

BALANCE SHEET

DECEMBER 31, 1953

ASSETS

Current Assets		
Cash in Banks		$ 112,430.72
Accounts Receivable		1,984,145.35
Other Receivables		116,617.70
TOTAL CURRENT ASSETS		32,213,243.77
Accounts with Affiliated Companies		
Summit Industrial Corporation (Panama)	$1,882,992.09	
U.S. Summit Corporation (Panama)	178,453.00	
Oceanic Process Corporation	51,612.37	
U.S. Summit Corporation	280,000.00	
Peninsula Petroleum Corporation	75,832.83	2,418,802.74
Investment - Thai Asphalt Mfg. Co.		242,180.74
Loans Receivable		319,702.80
TOTAL ASSETS		$5,194,930.05

Tu 53

GEORGE D FUNATO & CO

OCEANIC PETROLEUM CORPORATION

BALANCE SHEET

DECEMBER 31, 1933

LIABILITIES

Accounts Payable	$2,208,536.33
Accrued Expenses	10,[illegible].00
Loans Payable	22,[illegible].00
TOTAL LIABILITIES	$2,247,[illegible].33

CAPITAL

Capital Stock		$ 1,000.00
Surplus:		
Balance	$2,800,[illegible].11	
Net Profit for the Year - January 1, 1933 to December 31, 1933	644.687.71	2,[illegible].00
TOTAL CAPITAL		2,[illegible].00
TOTAL LIABILITIES AND CAPITAL		$5,[illegible].00

T4 54

GEORGE R FUNARO & CO

G. FUNARO, C. P. A.
BERGMAN, C. P. A.
[illegible]HEN, C. P. A.

GEORGE R. FUNARO & CO.
CERTIFIED PUBLIC ACCOUNTANTS
370 LEXINGTON AVENUE
NEW YORK 17, N. Y.
MURRAY HILL 3-8484

May 14, 1934

Board of Directors
Oceanic Petroleum Corporation
Panama City, Panama

Gentlemen:

The fiscal year of Oceanic Petroleum Corporation ended on November 30, 1933, for which period the annual report had been previously submitted.

This report covers the twelve month period - January 1, 1933 to December 31, 1933.

George R. Funaro & Co.

T4 55

June 8, 1964

Mr. J.T. Shaw
Summit Industrial Corporation
120 Wall Street
New York City, New York

Dear Mr. Shaw:

As per our telephone conversation today, I am enclosing herewith the report that was prepared by Unoco in Hong Kong. The pencil notations are mine and not part of the report.

It was Unoco's opinion that the figures obtained made it worthwhile to market in the Society Islands, the Cook Islands, Tonga, Fiji, Western Samoa and American Samoa.

The American Samoa government is interested in reducing the cost of petroleum products below the prices presently charged by Standard Oil of California. The fisheries, Van Camp and Star-Kist, operate out of Pago Pago and Japanese fishing fleets. The requirements of the government of Samoa is diesel-run generators. Pan American presently operates one trip per week on its Honolulu-Sydney run. They intend to increase to three weekly runs through Samoa. If fuel was more reasonably priced, the jet fuel requirements could be obtained by a new marketer. Polynesian Airlines from Western Samoa presently refuels at Pago with aviation gas. Pan Am's DC-7 servicing Auckland, New Zealand, deadheads and refuels at Pago.

The requirements for all petroleum products are increasing rapidly, and certain costs overall prevage an important market.

It is requested that a general consideration be given to marketing in American Samoa, and a meeting be held in the States if the interest developed warrants further detailing.

Yours very truly,

RAYMOND C. TURNBULL,
President

Enclosure (1)

T4 56

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION
TELEGRAM
W. P. MARSHALL, PRESIDENT

DL=Day Letter
NL=Night Letter
LT=International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

938P PDT JUN 12 64 LA455
L BHA578 (N RSA025) DL PD RS NEW YORK NY 12 358P EDT
RAYMOND C TURNBULL, PACIFIC COCONUT PROCESSING CORP
8530 WILSHIRE BLVD SUITE 309 BEVERLY HILLS CALIF
ON TANKER LOAD OF ABOUT 15,500 LONGTONS CONSISTING 3 OR 4 GRADES
NET CURRENT PRICE CIF PAGO PAGO IN CENTS PER U.S. GALLON FOLLOWS:
MOGAS - 93 OCTANE 10.80, MOGAS - 83 OCTANE 8.50, KEROSENE 11.55,
HIGH SPEED DIESEL 55/57 INDEX 9.65, INDUSTRIAL DIESEL OR NO.
4 FUEL 9.15, BUNKER C FUEL OIL 6.42, EXTRA SHIPPING COST ON 2500
TON TANKER AT LEAST .25 CENTS PER GALLON HIGHER
SUMMIT J T SHAW

15,500 3/4 93 10.80 83 8.50 11.55 55/57 9.65 4 9.15 6.42 2500
.25
(36).

T4 57

CLASS OF SERVICE
This is a fast message unless its deferred char acter is indicated by the proper symbol.

WESTERN UNION
TELEGRAM

1C5A PDT JUL 21 64 LB099 OF133
O ASA077 (WSJ212 ZCZC WMN195/BS224)85 INTL O AS MELBOURNE VIA
RCA 21 1746 PACIFIC COCONUT PROCESSING CORP
LT TURNBULL COCOPAC 8530 WILSHIRE SUITE 309
BEVERLYHILLSCALIF (DLR22)
HAVE REVIEWED IN DEPTH THE STUDIES WHICH HAVE BEEN DEVELOPED
BY MOBIL FOY A POSSIBLE ENTRY SAMOA STOP WE REGRETFULLY FIND
THAT WE ARENOT COMPETITIVELY SITUATED SUPPLY WISE TO OFFER
PRICES SUFFICIENTLY ATTRATIVE TO RECEIVE LONG TERM CONTRACTS
AND PROVIDE AN ACCEPTABLE RETURN ON A HALF MILLION DOLLAR INVESTMENT
STOP A LOCAL EMERGENCY PRECLUDES SMALL VISIT SAMOA TWENTYSIXTH
STOP AM PLANNING RETURN VIA LOSANGELES AND WOULD APPRECIATE
OPPORTUNITY CALL ON YOU MORNING MONDAY AUGUST 10TH PLEASE
CONFIRM KEELEY MOBILOIL MELBOURNE
OL 55761
(31).

STANDARD Oil Co. (New Jersey)
N.Z. Shipping Co. Ltd.
Matson Navigation Co.
Lt-International Terminal Operators Ltd.

58

July 22, 1964

Mr. J.T. Shaw
Summit Industrial Corporation
120 Wall Street
New York City, New York

Dear Mr. Shaw:

I am enclosing herewith the figures that you requested on the present consumption of petroleum products in American Samoa. When I receive the figures from Tonga I will send them on to you. I will try to get the figures from Western Samoa while I am on this trip.

I will make arrangements with Governor Lee to meet with your people when they show up to make the survey. I will also go over our general idea of getting a location for the main tank battery. The docking area in front of my plant that would be used to refuel the Japanese fishing fleet is already an acceptable proposal with Governor Lee. We need only to obtain, free I hope, land for the main tank battery.

With reasonably priced fuel, and the Governor knocking out the fuel tax which he promised to do if we come into Samoa, this will entice the tramp trade for refueling. We already have the Kingdom of Tonga who will do all of their refueling at our facility, and I will undertake to bring into the fold the Australian cruise ships and the Thor Line presently servicing Pago Pago.

You have established a good format from which I can work - that format is 3,000 barrels per day of petroleum products. Getting the military contract and the PanAm contract by selling to the government who, in turn, will sell to PanAm should enhance our program.

I will check with you on my return and advise as to the progress made.

Yours very truly,

RAYMOND C TURNBULL,
President

Enclosure

October 1, 1964

Mr. J.T. Shaw
Summit Industrial Corporation
120 Wall Street
New York City, New York

Dear Mr. Shaw:

I am enclosing herewith the Tonga requirements. These do not include the bunker and diesel used for their three ships, the largest ship being a 2300 d.w. ton cargo carrier. These ships normally fuel at Suva, Fiji, but will fuel in Pago when we are set up.

I just talked to General Steamship Company who are the agents for the Thor Line. These ships service Tahiti, Pago, Western Samoa, Fiji, Noumea and the Pacific Coast. They average 961 long tons of fuel topping off in Los Angeles and make approximately one trip per month. The breakdown of the 961 long tons is -

175-200 long tons diesel - 800 bbls.
765-800 long tons bunker C - 3200 bbls.

There is a possibility that we could include this line in our overall estimate of business. Their two ships are the THOR I and the THORSISLE.

I have yet to talk to the Daiwa Navigation Co., Ltd., Nederland Line, Royal Dutch Mail, and the Union Steamship Company of New Zealand. I think our quantities could be made up sufficiently from these lines.

With the exception of the jet fuel that Standard presently sells to Pan American in Samoa, I am certain that we could take over all of their business inasmuch as the fish companies as well as the government have agreed to come with us.

Yours very truly,

RAYMOND C. TURNBULL,
President

Enclosure

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1. Purpose
2. General Information
3. Investment
4. Profitability and Payout to Tank Investor
5. Standard Oil Co. Specifications and prices to Government
6. Dock and Tank Battery Location
7. Dock Bid - Walker Moody Construction Co.
8. Tank Bid - Chicago Bridge & Iron Co.
9. Balance Sheet - Petroleum Supplier

SUMMIT INDUSTRIAL CORPORATION
120 WALL STREET
NEW YORK, N.Y. 10005

CABLE ADDRESS SUMITIND

TELEPHONE WHITEHALL 4-7491

October 14, 1964

Mr. R. C. Turnbull, President
Pacific Coconut Processing Corporation
8530 Wilshire Blvd.
Beverly Hills, California

Dear Mr. Turnbull:

This is referring to your letter of October 1, 1964 and our telephone conversation on the subject of petroleum sales to the south sea islands. From the information given in your letter dated July 22nd, I figured out that you should only count on the sales of diesel fuel, mogas and kerosene. The sales of jet fuel and aviation gasoline will have to depend upon your future negotiations with Pan Am. Since, usually, the profit margin for aviation bunker is not too attractive, I suggest to discount the income from such aviation fuels. The sales figures submitted by the Tonga Construction Company as per your letter of October 1st appeared to be rather insignificant. You will see what I mean after you review the following tabulations:

	Pago Pago	Tonga	Total
Mogas	420,728 gal. 10,017.33 bbl. (1,135 tons)	270,000 gal. 6,325 bbl. (730 tons)	690,730 gal. 16,342 bbl. (1,865 tons)
Kerosene	204,200 gal. 4,861.95 bbl. (608 tons)	97,000 gal. 2,310 bbl. (279 tons)	301,200 gal. 7,171 bbl. (887 tons)
Diesel	5,256,914 gal. 125,164.62 bbl. (16,700 tons)	190,000 gal. 4,525 bbl. (600 tons)	5,446,914 gal. 129,690 bbl. (17,300 tons)

TOTAL TONNAGE

Pago Pago - 18,434 tons
Tona 1,609 tons

From the above, you will see that the largest single item of sales is the diesel fuel. I propose to consider a sea terminal at Pago Pago with the following storage capacities:

1 - Mogas tank	20,000 bbl.	floating roof	840,000 gal
1 - Kerosene tank	10,000 bbl.	cone roof	420,000 "
2 - Diesel tanks	35,000 bbl. (each)	cone roof	1,470,000 gals each

Total - 4,200,000 gals

I estimate the cost for these storage tanks should be around U.S. $250,000. I do not know how far the jetty and pipelines should be built. Assume that you can find a location where the depth of water of about 30 feet is not too far from the shore, then the cost of construction for pipelines and jetty will not be too much. If you can find such a place, the cost of construction might be around $250,000. Taking into consideration the pumps and other accessories and a modest office building, I believe you should get the whole thing done for around $500,000/$600,000 (cost of land is disregarded). If you can keep these expenditures within the above mentioned figures, then I believe the venture would still be worthwhile. You can see that the annual turnover is not more than 20,000 tons. We will have to arrange a very small tanker, say about 12,000 tons, to deliver cargoes to Pago Pago at an interval of every six months. The freight rate would be a little higher than what I estimated previously.

From your letter of August 6th, I realize the diesel fuel is sold by Standard Oil of California at around 16.5¢/gal. We shall have a gross margin of 6¢/gal. If you allocate 2¢/gal. to pay the capital investment which will amount to about $100,000/year, it takes 5/6 years to get the investment back. You will have to allocate about 1¢/gal. for the administrative expenses and you should have about 2/3¢ per gallon net income for each gallon of products sold. You will have to give commissions to a dealer if you choose to sell the products through a second party. In that case, the dealer's income will have to be taken off from the above-mentioned net profit.

When you have a sea terminal at Pago Pago, you will be able to take care of the neighborhood islands such as Tonga. Shipment can be made from Pago Pago by barge or in steel drums and such drums can be carried by fishing boats or cargo boats. The drums can be returned for further use. If you take a look at the price indicated by Tonga Construction Company, you will find it is very high indeed. This high price is perhaps due to shipment

by drums in smaller lots. If anyone is willing to invest the money for the storage facilities, I believe you can negotiate for the rent of not more than 2¢/gallon with an option to buy at a depreciated value after five or seven years.

Fuel oil for ships/ bunker is not considered new because of the extremely low consumption involved.

If I can be of further help, please do not hesitate to call upon me.

Very truly yours,

SUMMIT INDUSTRIAL CORPORATION

J. T. SHAW
PRESIDENT

JTS:EG

Mr. J.T. Shaw, President
Summit Industrial Corporation
120 Wall Street
New York, N.Y. 10005

October 21, 1964

Dear Mr. Shaw:

Pacific Coconut Processing Corp. proposes to make a $500,000. six year loan from the Bank of America in order to purchase and install one 20 000 bbl. Mogas tank, one 10 000 bbl. Kerosene tank, two 35 000 bbl. Diesel tanks, pipelines, jetty and all pumps and accessories pertinent to the construction and operation of a bulk petroleum plant. The location of the tankage and loading facility will be on deep water frontage (30' min.) in Pago Pago Harbor.

P.C.P.C. proposes that the Summit Industrial Corporation guarantee the loan that Bank of America makes to P.C.P.C.

The bank will have first mortgage on the whole petroleum installation. In addition, P.C.P.C. will give to the bank, as collateral, the first mortgage on $1,300 000. of fixed assets belonging to P.C.P.C.

P.C.P.C. will repay the loan to the bank on a basis of a flat 35-$50,000. per year plus the equivalent of 1-1/2¢/gal. times five million gallons per year.

When the loan is paid Summit Industrial Corporation and P.C.P.C. will own the total petroleum installation on a 50/50 basis.

During the term of the loan period P.C.P.C. will purchase all petroleum products from Summit Industrial Corp. and will undertake a vigourous market expansion program in the South Pacific.

Your earliest consideration of the above proposal would be appreciated.

Yours very truly,

Raymond C. Turnbull

OCEANIC PETROLEUM CORPORATION
ARCIA BUILDING
JUSTO AROSEMENA AND ECUADOR AVENUES
P. O. BOX 6307
PANAMA, REPUBLIC OF PANAMA

PLEASE REPLY TO:
NEW YORK REPRESENTATIVE
SUITE 810
120 WALL STREET
NEW YORK 5, NEW YORK
TEL: WH 4-9490

November 4, 1964

Mr. Philip Hosp, Vice-President
Bank of America
Sunset Boulevard at Wetherly
Los Angeles, California

Dear Mr. Hosp:

We understand from Mr. Raymond C. Turnbull of Pacific Coconut Processing Corp., that you are interested in our operation. For your confidential reference we are sending you herewith our financial report as of December 31, 1963, as audited by the George R. Funaro Co., of New York.

If you have any questions, please do feel free to let us know.

Very truly yours,

OCEANIC PETROLEUM CORPORATION

C. P. Young

CPY:es
Enclosure:

CC: Pacific Coconut Processing Corp.,
Attn: Mr. Raymond C. Turnbull

Tr 68

15 January 1965

Mr. J. T. Shaw, President
Summit Industrial Corporation
120 Wall Street
New York 5, New York

Dear Mr. Shaw:

I am enclosing herewith the estimates covering a pier and the petroleum storage tanks for American Somoa. The bid on the tanks appears to be salted with additional costs and in my estimation can be reduced at contract time. The dock quotation is reasonable for that area and will serve two purposes, one of which will be the re-fueling of the Japanese Fishing Fleet, as well as transmitting the oil ashore.

I propose to use the offices of our own company, rather than to construct a new facility. The tank battery area will be directly across the street from the office and the terminal itself will be on the seaward side of the office.

In my discussions with Governor Lee, I have stressed the importance of free rental for the tank site for a period of years with a slow graduation of lease cost thereafter, all to be on a reasonable basis in the final lease considerations. I propose that the free time on the lease be extended throughout the term of the payout period of the investment.

It is proposed that an arrangement be worked out wherein the actual costs of the installation be borne by your company, rather than by guarantying a loan through a bank.

The Governor, on my most recent visit, also agreed to the long term Government contract, the Military Aircraft contract, and as you know, both Star-Kist and Van Camp have agreed to cancel their standard contract in favor of our new endeavor.

Tr 67

I met with H.R.H. Prince Tungi this week in Honolulu and he agreed to not only pick up his Country's requirements at our dock, and on his ship, but to re-fuel his fleet at our terminal. This would materially increase our sales to Tonga.

I have already advised you that I have leased the Island of Palmyra for a period of 79-years and taken the lease in the name of a newly formed Panama corporation called Tidewater Development Corporation. Concrete tanks are already in place and piped to dolphins for easy loading.

I have just made arrangements with the DIllingham Corporation to dredge the channel entrance to 30-feet so that our tankers and other support ships can come into the harbor. There are many possibilities on this island that warrant investigation. We have our own 6,000-ft. strip and docks, already completed. We are not subject to any Civil Code, nor do we have Federal or State taxation, providing personal income from Palmyra equals 80% of one's total income, and 50% of a Corporation income is derived from the island.

My attorney advises that any new corporation dealing in any specific business on the island would be exempt from all taxation. We are not in a Guarom's area, therefore, we can bring in anything, - and we can further bring in any foreignors without subjecting them to passport scrutiny, agricultural or health restrictions.

Tremendous interest has been engendered on this particular island not only from Scientific Research groups, but by hotels, gamblers, lotteries and tour people. In addition, certain Canneries are interested in setting up on Palmyra, Naturally, following the Japanese, Korean or Formosan Fishing Fleets that can take advantage of the exemption that prohibits the landing of fish from a foreign fishing boat in anUnited States Port.

I am reciting this island's advantages with the thought that you might possibly know anyone in Thailand, Hong Kong, or Singapore that would be interested in creating some particular business that might fit on the island. I cannot help but feel that the freedoms from taxation laws, or Civil Code and general restrictions, while still being under the American Flag, is not rare and valuable. If there is any area of interest among any of your acquaintances, I would be happy to have you participate in the over-all Development Corporation. I would appreciate your comments on the financing of the petroleum terminal in Pago Pago, the possibility of supplying diesel and 115-Octane fuel to Palmyra, and the suggestions you might have on Palmyra Island.

Yours very truly,

RT:jw

Raymond C. Turnbull

T- 68

PACIFIC COCONUT PROCESSING CORPORATION

H.R.H. PRINCE TUNGI
RAYMOND C. TURNBULL
S.T. NAKAO
WILLIAM B. RADCLIFFE
ROBERT D. WERSTER

9530 WILSHIRE BOULEVARD, SUITE 309
BEVERLY HILLS, CALIFORNIA
TELEPHONE: OLEANDER 5-5761
PAGO PAGO, TUTUILA, AMERICAN SAMOA

Mr. J.T. Shaw, President
Summit Industrial Corp.
120 Wall Street
New York, New York

April 6, 1965

Dear Mr. Shaw:

Now that I have checked out the annual sales of diesel fuel and have received straight information concerning the doubling of the Japanese fishing fleet in Pago Pago by May 30, 1965 it is apparent that the sales of diesel can exceed ten million gallons alone in Samoa without taking into consideration sales to Tonga.

If diesel fuel can be delivered CIF to Pago at 9¢ we will have long term contracts with Starkist Foods Inc, Van Camps and the Government of American Samoa. If the specification on the diesel was the same as the present spec on Standard Oil Co. diesel in Samoa the formula would look like this:

9.00¢	CIF diesel fuel, Gravity 60°F. 38.4, Flash Point 200°F. Viscosity 100°F. 3.73, 57 Cetane, Color-yellowish, Pour Point +30°F. Carbon 0.05°
1.25¢	Payout on investment of $500,000.
1.60¢	Operation, profit, sinking fund
11.85¢	Price to end user.

The other petroleum products would remain the same price, subject of course to fluctuations in the world market.

I will, if required, arrange for the financing of the full facility, including docks, fueling buoys, tanks, pumps and pipelines. I am very much interested in your suggestion that the tanks could be put in on a deferred payment plan plus your suggestion that the actual material and the labor to erect the tanks could be obtained at a lesser cost than that price advanced by Chicago Bridge & Iron Co.

Inasmuch as both the Governor and the fishing companies are urgently interested in making a deal could you supply me with some of the answers concerning not only the above questions but the method of payment for the product as it is sold - whether it is on consignment until sold etc?

If I can obtain bona fide long term contracts would this suffice, as a good enough guarantee, to create the financing of the installation? I propose to form a new small American Samoa Corporation in order to avoid corporate taxes for ten years. All of the stock could be held by the financing party until they were paid out. I will undertake to get the land free during the term of the payout. I would appreciate your immediat counsel.

Regards, Raymond C Turnbull

T- 69

TIDEWATER DEVELOPMENT CORPORATION

8530 WILSHIRE BOULEVARD
SUITE 309
BEVERLY HILLS, CALIFORNIA
TELEPHONE 656-6766

April 13, 1965

Mr. J.T. Shaw, President
Summit Industrial Corporation
120 Wall Street
New York 5, New York

Dear Mr. Shaw:

I am enclosing herewith a copy of the letter sent to Van Camp Sea Food Co.. Another like letter was sent to my friends at Starkist Foods, Inc..

I personally know everyone at both Starkist and Van Camp and we have discussed their problems at length. The enclosed letter was a more formal presentment required by their Board.

I have, as you already know, made the proposal to Governor Lee and he will act quickly on the overall plan. If Gov. Lee makes up his mind quickly he can bring pressure to speed up the consideration of the fish companies.

Present methods of billing in Pago Pago for fuel has the companies giving credit to the fishing fleet and taking it out of the fish when delivered. Starkist says it would be easy to handle that end of it - they would just pay us directly and then take it out of the fish catches.

For the purpose of protecting our proposal in a concerted effort it might be wise to turn aside any independent inquiries made to you regarding petroleum products for American Samoa. One never knows what fish companies will do - or for that part territorial governments!

Will keep you informed as things develop.

Yours very truly,

Raymond C. Turnbull
Raymond C. Turnbull

Bruce Dodge - Pan Fuel Peterman.
212-695-3121 - Ext 5125

Tr. 70

SUMMIT INDUSTRIAL CORPORATION

120 WALL STREET
NEW YORK, N.Y. 10005

CABLE ADDRESS: SUMITIND

TELEPHONE WHITEHALL 4-7491

April 19, 1965

Mr. Raymond C. Turnbull
Tidewater Development Corporation
8530 Wilshire Boulevard
Suite 309
Beverly Hills, California

Dear Mr. Turnbull:

This is to confirm our telephone conversation of this morning on the supply of jet fuel, JP 1A, as follows:

1. We can furnish jet fuel, to Air Turbine Fuel 1-A specifications, which is currently being used by leading airlines in the U.S.A., such as PAA, NWA, and others. The requirements at Pago Pago is about 3.5 million gallons per year, which is a little over 10,000 tons a year. We are sure that we can meet the requirement in quality and quantity.

2. Our price to the importing company will be 11.5¢ per gallon.

3. The importing company shall provide storage facilities and the tank-truck loading equipment. It is suggested that the importing company shall charge 2¢ per gallon for the repayment of tankage facilities and another 2¢ for operating expenses, including profit. Therefore, the oil sold ex-tank-truck will be 15.5¢ per gallon at the Terminal, Pago Pago.

4. From the tank-truck, either the Government or the importing company can deliver to the airport and serve the airlines. On this part of the servicing, it is very difficult to estimate the operating expenses. If the airport is equipped with underground fuel tanks and also other facilities, and such facilities can be used at a nominal rent, then the expenses for airport services should be around 1.25 ¢ per gallon.

Tr. 71

SUMMIT INDUSTRIAL CORPORATION

Mr. Raymond C. Turnbull - 2 - April 19, 1965

5. For your information, our company has been furnishing petroleum products to a number of foreign governments, among which the largest one is Oil Field Organization of Thailand. We have been selling oil to this customer since 1957. We are also the only Western supplier selling petroleum products to the Indian Oil Corporation. We have an affiliate company in Thailand, Thai Asphalt Manufacturing Company, Ltd., which produces petroleum oil and lubricating oil. We are able to supply a complete line of lubricating oils. Please, therefore, you can assure the Government of American Samoa of our reliability as a supplier.

Very truly yours,

SUMMIT INDUSTRIAL CORPORATION

J. T. Shaw
President

JTS:sg

T4 72

TERMINAL SALE - Ex-bulk Plant

COSTS INCLUDE:
(1) CIF price for oil
(2) Terminal overhead
(3) Repayment of investment (7)

Based upon 3,000 barrels per day

365 x 3,000 = 1,095,000 barrels per year

Repayment of investment = $\frac{161,000}{1,095,000}$ =		$.15
Maintenance =		.05
Payout =	Sub-Total	$.20
Operating cost =		.50
	Total	$.70/bbl.
		1.67¢ per gallon
Delivery cost 15¢/bbl = (Sub-Terminal)		.36¢
		2.03¢ per gallon

Tankage 250,000 bbls. @ $2.00	$500,000.
Pipe line	100,000.
Sub-terminal	30,000.
Pier and jetty	50,000.
Loading facilities	30,000.
Pumps	10,000.
Barge - self-propelled 300 ton non-propelled	150,000.
Contingency	50,000.
	$920,000.
Interest - 6%	210,000.
	$1,130,000.

Depreciation 1,130,000 ÷ 7 = $161,000 per year

IF DAILY SALE IS 1500 BARRELS THEN YOU MUST ALLOW 4.06 CENTS PER GALLON FOR INVESTMENT RETURN AND OPERATING COST.

T4 73

C.I.F. PAGO

Motor gasoline - 93 octane	10.80¢ gallon
motor gasoline - 83 octane	8.50¢ gallon OK
Kerosene	11.55¢ gallon OK
Diesel (Highest) 57 Cetane Is there a lower one?	9.60¢ gallon
Diesel (Industrial)	~~9.15¢ gallon~~
Bunker "	6.42¢ gallon ?
Aviation jet-fuel - JP4	~~8.00¢ gallon~~
Aviation jet fuel - JP1 A	11.5¢ ~~11.65¢~~ gallon 10.5¢ FOR TAKER

Tanker hauling above products - four varieties at a time, would be to have hauling 15,500 long tons at a time. (17,423 tons)

Smaller tankers (2500 ton variety) can carry some products but price is 2½¢ per gallon more.

Suggest an offshore fueling connection to tank batteries at Tafuna area in lieu of creating new deep water facilities at Fu'uuli Lagoon. We can get tank battery financing.

TUNNBULL

22 d by SOCAL JP.

74 74

GOVERNMENT OF AMERICAN SAMOA
OFFICE OF THE GOVERNOR
PAGO PAGO, AMERICAN SAMOA

In reply refer to:
GAS/15B
Serial: 172.3

Mr. Raymond C. Turnbull
Pacific Coconut Processing Corporation
8756 Holloway Drive
Los Angeles 69, California

JUL 2 2 1965

Dear Mr. Turnbull:

This letter will acknowledge yours of July 6. Governor Lee is presently in the continental United States. When he returns on or about September the 1st, we will bring your letter to his attention.

Sincerely yours,

OWEN S. ASPINALL
Acting Governor

74 5

August 25, 1965

Dear Mr. Shaw

The formal proposal was sent by William McCook to Governor Lee in Washington. Three days later McCook followed it up with a phone call for an appointment with the Governor in Washington. It was decided that McCook and the Governor would meet sometime this week. In the meantime, I have rounded up the fish companies and they are waiting for the Governor to come out here and act as the catalyst to obtain the letter agreement from all parties.

The deal looks good and if there are any flaws I can't find them.

I can't find Palau Pulon on my world map and can only surmise that it is in the Strait of Malacca. Is this so? I must get ready for the inevitable question, "What will be the source of the product in the event Southeast Asia goes under.?" I have told McCook that a source could be developed out of Colon from the Ludvig-Continental people but I believe it necessary for you to advise me on an alternative source, inasmuch as you will be the supplier.

It is the opinion of Starkist that Standard Oil will leave Pago Pago if we obtain a long term contract from industry and Government. I cannot subscribe to that opinion, but in the event they do leave we would become the monopoly. We would darn well have to be sure of our supply.

I talked to Jerome O'Brien, head of the Union Bank Oil Department and U.S. Nato oil expert, concerning a long range possibility of putting in a refinery at Pago Pago - and what attitude the Defense Dept. would take concerning such a venture. He believes it would be negative. I thought the present conflict might merit a crash program using Government money.

Before the formal proposal was made to Lee, he had called me from Washington to advise me that his interest was still high on the new Terminal. I believe we have a live one after this long time and I will keep you advised by phone as the deal breaks.

Yours very truly,

Raymond C. Turnbull

8756 Holloway Drive
Los Angeles 69, Calif.

T4 78

C.I.F. PAGO

Motor gasoline - 93 octane	10.80¢ gallon
motor gasoline - 83 octane	8.50¢ gallon
Kerosene	11.55¢ gallon
Diesel (lightest)	9.65¢ gallon
Diesel (Industrial)	9.15¢ gallon
Bunker C	6.42¢ gallon
Aviation jet fuel - JP4	8.00¢ gallon
Aviation jet fuel - JP1	11.80¢ gallon

Tanker hauling above products - four varieties at a time, would be hauling 15,500 long tons at a time.

Smaller tankers (2500 ton variety) can carry some products but price is 2¢ per gallon more.

Suggest an offshore fueling ... action to tank batteries at Tafuna area in lieu of creating ... deep water facilities at Ma'uuli Lagoon. We can get tank batter... fueling.

TURNBULL

T4 77

DREDGE OPERATION
COST BREAKDOWN

Towing charge barge Honolulu to Samoa	$60,000
Price of dredge	175,000
Cost of operators ($60,450) Personnel - Tongan ($20,150)	80,600
Equipment - Welding	50,000
Fuel at $50/day	20,150
Barge rental	10,000
Refurbish dredge	25,000
	$420,750
2,200,000 cu/yd x 55¢ for 100 acres	$1,210,000
	$1,630,750

NOTES:

403 days (3000 cu/yds per day)

$20,150 fuel for 403 days at $50/day

$60,450 labor $150/day for 3 men

$20,150 - Tonga - 10 men at $5/day

Tu 3

WM. R. McCOOK

AUGUST 13, 1965

GOVERNOR H. REX LEE
OFFICE OF TERRITORIES
DEPARTMENT OF INTERIOR
WASHINGTON 25, D.C.

DEAR GOVERNOR:

WE DESIRE TO ESTABLISH A PETROLEUM BULK FACILITY IN PAGO PAGO HARBOR, AMERICAN SAMOA, GEARED TO SUPPLYING ALL OF THE GOVERNMENT'S AND INDUSTRY'S REQUIREMENTS.

WE PROPOSE, THEREFORE, THAT A LONG-TERM CONTRACT BE ENTERED INTO BETWEEN OURSELVES, THE GOVERNMENT OF AMERICAN SAMOA, STARKIST FOODS INC., VAN CAMP AND PAN AMERICAN AIRWAYS, IN WHICH WE WILL AGREE TO SELL AND YOU WILL AGREE TO BUY TWO GRADES OF DIESEL FUEL, JP-1A JET FUEL, MOTOR GASOLINE AND KEROSENE WITH PRICES BASED UPON THE PALAU-BUKOH POSTED PRICE SCHEDULE WHICH WILL VARY WITH THE WORLD PETROLEUM MARKET. ALL LUBES, GREASES AND SOLVENTS CAN EASILY BE FURNISHED SO AS TO ROUND OUT THE COMPLETE LINE OF PETROLEUM PRODUCTS.

WE HAVE A FIRM COMMITMENT FROM OCEANIC PETROLEUM CORPORATION OF NEW YORK TO DELIVER THE PRODUCTS CIF TO US IN PAGO PAGO. BASED UPON THE AUGUST 3, 1965 PALAU-BUKOH POSTED PRICE SCHEDULE, OUR DELIVERED PRICE OF DIESEL PRODUCTS TO THE GOVERNMENT POWERHOUSE VIA METERED PIPELINES, WOULD BE .114 PER GALLON. THE MARINE DIESEL WOULD BE DELIVERED DOCKSIDE TO THE FISHING FLEET AT .1125 PER GALLON. THE JP-1A JET FUEL PRICE INTO PAA TANKS WOULD BE .1700 PER GALLON AND THE 93 OCTANE MOTORGAS WOULD BE .1630 PER GALLON.

THE COST OF THE FUEL, INVESTMENT AMORTIZATION, SUPPORTING FACILITIES AND OPERATION ARE INCLUDED IN THE ABOVE QUOTED PRICES. NOT INCLUDED IN ANY COSTS ARE TAXES IMPOSED BY G.A.S. IT IS OUR UNDERSTANDING THAT THE FISH COMPANIES AND THEIR CONTRACTED FISHING FLEET PAY NO FUEL TAXES, THE SAME EXEMPTION APPLYING TO GOVERNMENT. THE 17¢ PER GALLON QUOTED FOR JP-1A COULD BEAR A REASONABLE TAX AND STILL BE UNDER THE PRICE NOW PAID FOR "STANDARD" FUEL.

DEPENDING UPON THE IRS APPROVED DEPRECIATION SCHEDULE TO BE USED ON THE TERMINAL BULK FACILITY WE WOULD UNDERTAKE TO TURN THE WHOLE FACILITY BACK TO THE GOVERNMENT FOR ONE DOLLAR IN SIXTEEN YEARS AND LEASE THE FACILITY AT A FAIR RENTAL FEE.

IT HAS BEEN SUGGESTED BY "STARKIST" THAT YOU ACT AS THE CATALYST IN THIS PROPOSAL. THE PRINCIPALS AND THE CHAIN OF COMMAND IS AS FOLLOWS: OCEANIC PETROLEUM CORPORATION, J. T. SHAW, PRESIDENT WILL DELIVER THE PRODUCT TO PAGO PAGO. A NEW SAMOA CORPORATION, TO BE FORMED, AND TO BE HEADED BY MYSELF,

Tu 79

WM. R. McCOOK

GOVERNOR H. REX LEE
PAGE TWO

WILL TAKE DELIVERY OF THE PRODUCTS INTO OUR TERMINAL FACILITY AND DISPENSE THE PRODUCTS TO GOVERNMENT, INDUSTRY AND AIRLINE.

IF THE FOREGOING PROPOSAL IS ACCEPTABLE IN PRINCIPLE, IT IS REQUESTED THAT A MEETING BE HELD WHILE YOU ARE STILL IN THE U.S. FOR THE PURPOSE OF DISCUSSING AND FINALIZING ARRANGEMENTS AND POSSIBLY EXECUTING A LETTER AGREEMENT BETWEEN ALL INTERESTED PARTIES.

VERY TRULY YOURS,

WILLIAM R. McCOOK

WRMcC:VMR

TU 080

C O N T E N T

1. Purpose
2. General Information
3. Investment
4. Profitability and Payout to Tank Investor
5. Standard Oil Co. Specifications and prices to Government
6. Dock and Tank Battery Location
7. Dock Bid - Walker Moody Construction Co.
8. Tank Bid - Chicago Bridge & Iron Co.
9. Balance Sheet - Petroleum Supplier

TU 081

PURPOSE

To obtain a full requirements contract from the Government of American Samoa for a period of from six to ten years - to supply fuel to the Government powerhouses, to the Government motor pool, to Public Works.

To obtain a full requirements contract from Starkist Foods, Inc., Van Camps Sea Foods, Pacific Coconut Processing Corporation and American Can Company - to supply their plant requirements.

To obtain contracts from Starkist and Van Camp to supply the fishing fleets of Korea, Japan and Formosa that service the two canneries by contract. There are presently seventy five ships operating, with an increase to 125 ships expected by December.

To obtain the contract to furnish the jet fuel to Pan American Airways. They presently make one weekly stop going and coming from Australia to Los Angeles. Reduced fuel prices will divert two trips of PAA from Fiji-Australia to Samoa-Australia.

To obtain the military contract to fuel U S. Airforce Australian and New Zealand Airforce.

To obtain the contract to supply all petroleum requirements of Kingdom of Tonga on an FOB Pago Pago basis, and to fuel their merchant marine in Pago Pago Harbor.

TV 082

GENERAL INFORMATION

On the basis of talks held over a period of two years with the Governor of American Samoa, the Premier of Tonga, Pan American officials, the officers of Starkist Foods Inc., Van Camp and Pacific Coconut Processing Corp, there is a strong possibility of obtaining firm commitments to supply petroleum products in such quantities as to make feasible the construction of a Terminal Bulk Plant in Pago Pago, American Samoa.

A proposal has been submitted to all interested parties wherein petroleum products have been offered at a substantially lower price than those prices presently being paid for products of Standard Oil Co.

The following quoted prices, subject to the Singapore posted price, are listed herewith for comparison purposes:

	Proposed prices	Standard Oil Co.
JP1A Jet Fuel	17.00¢	22.50¢
Diesel (Light)	11.40	11.95
Diesel (Marine)	11.25	11.95
Kerosene	17.05	22.80
Mogas	16.30	19.30

The supplier of the products proposed is The Summit Industrial Corporation, 120 Wall St., New York, New York 10005, Telephone Whitehall 47491, J T. Shaw, President.

This company has been furnishing petroleum products to a number of foreign governments, among which the largest one is Oil Field Organization of Thailand. They have been selling oil to this customer since 1957. They are also the only Western Supplier selling petroleum products to the Indian Oil Corporation. They have two refineries in Thailand and have an affiliate company, Thai Asphalt Manufacturing Co, Ltd., which produces petroleum oil and lubricating oil

Their references Unoco, Hong Kong, and Union Oil Company indicated the highest degree of responsibility and honesty. Their financial responsibility has been investigated by Bank of America through the Auditing firm of George R. Funaro Co. of New York.

TV 083

BREAKDOWN OF PETROLEUM COSTS TO SAMOA

JP-1A - Based on 7,000,000 gallons per year to PAA

		Tank Investor	Operator
13.50¢	CIF Pago		
1.50	Tank Investor	$ 105,000.	
.50	Operator		$ 35,000.
1.50	Servicing PAA		105,000.
17.00¢	per gallon to PAA		

Light Diesel - Based on 4,000,000 gallons per year to Government

9.65¢	CIF		
1.25	Tank Investor	125,000.	
.50	Operator		50,000.
11.40¢	per gallon to Government		

Marine Diesel - Based on 6,000,000 gallons per year - fishing fleet.

9.50¢	CIF		
1.25	Tank Investor	90,000.	
.50	Operator		30,000.
11.25¢	per gallon to fishing fleet		

Pearl Kerosene - Based on 300,000 gallons per year

13.55	CIF		
2.00	Tank Investor	6,000.	
1.50	Operator		4,500.
17.05¢	per gallon.		

Motor Gasoline - [illegible] Based on 600,000 [illegible] yr.

.80¢	CIF		
..00	Tank [illegible]	12,000.	
1.50	Opera[illegible]		9,000.
16.30¢	per g[illegible]		

Til 84

INVESTMENT

$ 220,000.	110,000 bbl./tankage at $2.00/bbl. rule of thumb cost. Enclosed bid is less than $2.00/bbl.
95,000.	Cost of completed 150' concrete dock as per enclosed bid.
100,000.	Fueling buoys, flexible fueling hoses to dock, pipelines to tank battery, pipelines to powerhouse, to Starkist, American Can and Van Camp, pipeline back to dock to fuel fishing fleet, pumps, fitting and dock gear.
85,000.	Contingencies and barrel overage required.
$ 500,000.	Total Investment

Til 85

PROFITABILITY AND PAYOUT TO TANK INVESTOR
ON EXPENDITURE OF $500,000

JP-4A	- Based on minimum of 7,000,000 gallons jet fuel to Pan American Airways and military contract - at 1 25¢ per gallon	$ 105,000
Light Diesel Fuel	- Based on 4,000,000 gallons to Government powerhouse - at 1.25¢	125,000
Marine Diesel Fuel	- Based on 6,000,000 gallons per year to Japanese, Korean and Formosan fishing fleet operating under contract to Starkist Foods, Inc and Van Camps - at 1.25¢ gallon	90,000
Pearl Kerosene	- Based on 300,000 gallons per year to Government and native population at 2¢ per gallon.	6,000.
Mogas 93 Oct.	- Based on 600,000 gallons per year to Government and population - 2¢ gal	12,000
	TANK PAYOUT/YR.	338,000

TU 286

COPY.

GOVERNMENT OF AMERICAN SAMOA

PAGO PAGO, AMERICAN SAMOA

GENERAL SUPPLY DIVISION.

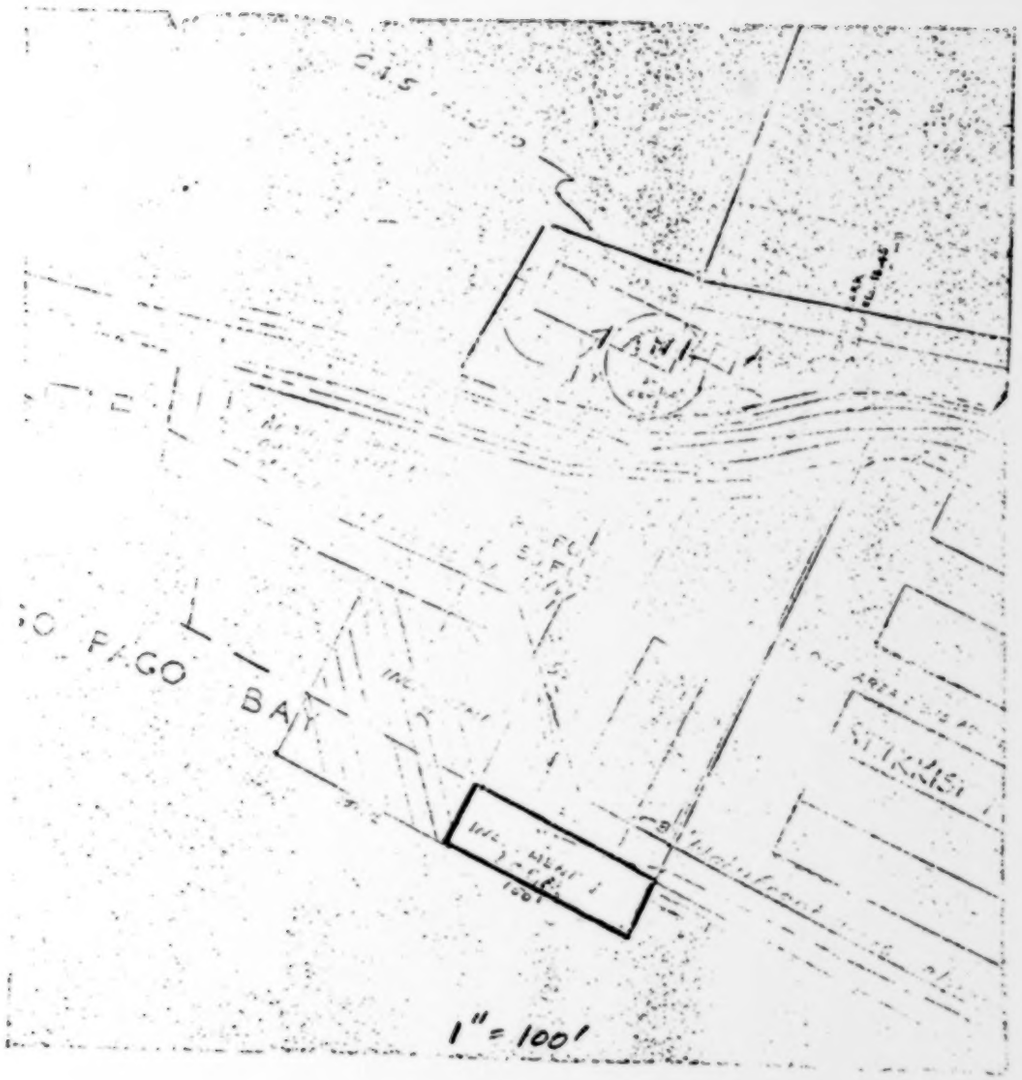
July 27, 1964.

SPECIFICATIONS AND PRICES OF FUEL, LUBRICANTS, OIL PURCHASED FROM STANDARD OIL OF CALIFORNIA.

PRODUCT		PRICE	
Chevron Gasoline, Gravity 60°F. 63.5, 82.8 Cetane Load 2.7		.193	
Chevron Diesel Fuel, Gravity 60°F. 38.4, Flash Point 200°F. Viscosity 100°F. 3.73, 57 Cetane Colour - Yellowish, Pour Point +30°F. Carbon 0.05		.165 .168	C.T.T. •
White Gasoline, Gravity 58.8, 75.0 Octane Carbon 1, End .385		.303	
Pearl Kerosene, Chevron, Gravity 44.1 Viscosity 1.70%		.228	
Super RPM Delo Special, SAE 40 Super RPM Delo Sp. SAE 30 Supe. RPM Delo Special SAE 20	55 gal. drums	.88 .768	NTTD XXX
Socal S olvent, No.25, 55 gal. Drums		.79	Gal
RPM Delo Supercharged 3-30 Lube Oil,55 Gal.Drums		1.063	Gal
Chev. M/M Oil, IC89, 55 gal. drums		1.017	Gal
Standard Thinner, No.350, 55 gal. Drums		.528	Gal
RPM M/Serv Gear Lube 90, 35 lb. containers		7.53	Can
RPM M/S Gearl Lube 140, 415 lb. drums		.20	lb.
Chevron Plastic Cement, 5 gal. cans		7.72	Can
Chevron Starting Fluid, 12 oz. cans to case		1.85	case
Chevron Grease, Heavy Duty, 120 lbs. to drum		44.25	Drm.

• Indicates Tank Truck Delivery - Cheaper
Indicates customer Tank Truck Delivery.

TU 286



TM 088

WALKER-MOODY

WALKER-MOODY CONSTRUCTION COMPANY, LTD.

Engineers • Contractors
Builders

8987 MOKUMOA STREET ★ TELEPHONE 833-781
HONOLULU, HAWAII

November 20, 1964

Mr. Raymond Turnbull
Pacific Coconut Processing Co.
8530 Wilshire Blvd.
Suite 309
Beverly Hills, California

Dear Mr. Turnbull:

We estimate that a 50' x 150' pier similar in construction to the one we constructed for Van Camp would cost in the neighborhood of $90,000.00.

Walter Lum and Associates, Structural Civil, Engineers and Soil Engineers, would design the pier using the data and experience we have accumulated and also their own on site investigation for $5,000.00.

We would suggest that you engage them as design engineer, and if our joint design/cost control efforts result in our being able to offer you a firm quotation within the above budget estimate, that you contract the work to our firm.

We are hopeful that we will be able to discuss this project with you on your next trip to Hawaii.

Aloha,

WALKER-MOODY CONSTRUCTION CO., LTD.

By _____
Ross W. Moody

RWM/es
c.c. Samoa Construction

TM 089

SPECIFICATIONS FOR WELDED STORAGE TANKS

CAPACITY 35,000 Barrel SPECIFICATIONS: API-650

DIAMETER 80'0" HEIGHT 40'0"

ITEM	TYPE or MARK	MATERIAL	THICKNESS	TYPE of JOINT
BOTTOM	Flat	A-283-C	1/4"	Lap Weld
SHELL	RING NO. 1	A-283-C	0.454"	Butt Weld
	2	A-283-C	0.361"	Butt Weld
	3	A-283-C	0.268"	Butt Weld
	4	A-283-C	0.250"	Butt Weld
	5	A-283-C	0.250"	Butt Weld
	6			
	7			
ROOF				
	Cone	A-283-C	3/16"	Lap Weld

TOP ANGLE SIZE: 3" x 3" x 3/8"

FITTINGS:

NO.	SIZE	DESCRIPTION	NO.	SIZE	DESCRIPTION
1	20"	Shell Manhole	2	8"	Shell Nozzle
1	20"	Roof Manhole	1	8"	Roof Nozzle

ACCESSORIES:

One	Spiral Stairway
One	Gager's Platform

CHICAGO BRIDGE & IRON COMPANY

EQUIVALENT SECTIONS MAY BE USED S.P. SET. NO. 1594S DATE 11/30/64

FORM SA 42

SPECIFICATIONS FOR WELDED STORAGE TANKS

CAPACITY 10,000-Barrel SPECIFICATIONS: API 650

DIAMETER 42'6" HEIGHT 40'0"

ITEM	TYPE or MARK	MATERIAL	THICKNESS	TYPE of JOINT
BOTTOM	Flat	A-283-C	1/4"	Lap Weld
SHELL	RING NO. 1	A-283-C	0.241"	Butt Weld
	2	A-283-C	0.192"	Butt Weld
	3	A-283-C	0.1875"	Butt Weld
	4	A-283-C	0.1875"	Butt Weld
	5	A-283-C	0.1875"	Butt Weld
	6			
	7			
ROOF				
	Cone	A-283-C	3/16"	Lap Weld

TOP ANGLE SIZE:

FITTINGS:

NO.	SIZE	DESCRIPTION	NO.	SIZE	DESCRIPTION
1	20"	Shell Manhole	2	8"	Shell Nozzle
1	20"	Roof Manhole	1	8"	Roof Nozzle

ACCESSORIES:

One	Spiral Stairway
One	Gager's Platform

CHICAGO BRIDGE & IRON COMPANY

EQUIVALENT SECTIONS MAY BE USED S.P. SET. NO. 1594C DATE 11/30/64

FORM SA 42

SPECIFICATIONS FOR WELDED STORAGE TANKS

CAPACITY 20,000-Barrel SPECIFICATIONS: API 650

DIAMETER 60'0" HEIGHT 40'0"

ITEM	TYPE or MARK	MATERIAL	THICKNESS	TYPE of JOINT
BOTTOM	Flat	A-283-C	1/4"	Lap Weld
SHELL	RING NO. 1	A-283-C	0.341"	Butt Weld
	2	A-283-C	0.291"	Butt Weld
	3	A-283-C	0.250"	Butt Weld
	4	A-283-C	0.250"	Butt Weld
	5	A-283-C	0.250"	Butt Weld
	6			
	7			
ROOF	Dome Roof (Plate)	A-283-C	7/16"	Lap Weld
	Weather Hood Stiffener	A-283-C	5/16"	Lap Weld

TOP ANGLE SIZE: 2-1/2" x 2-1/2" x 5/16"

FITTINGS:

NO.	SIZE	DESCRIPTION	NO.	SIZE	DESCRIPTION
1	20"	Shell Manhole	2	8"	Shell Nozzle
1	24"	Roof Manhole	1	8"	Roof Nozzle

ACCESSORIES:

One	Spiral Stairway
One	Gauger's Platform
One	Inside Ladder

CHICAGO BRIDGE & IRON COMPANY

EQUIVALENT SECTIONS MAY BE USED S.P. est. NO. 2594A DATE 11/30/34

FORM SA 42

Tu 092

OCEANIC PETROLEUM CORPORATION

REPORT ON EXAMINATION

DECEMBER 31, 1963

Tu 093

GEORGE R. FUNARO & CO.

GEORGE R. FUNARO & CO.
CERTIFIED PUBLIC ACCOUNTANTS
370 LEXINGTON AVENUE
NEW YORK 17, N. Y.
MURRAY HILL 3-8484

R. FUNARO, C. P. A.
BERGMAN, C. P. A.
OHEN, C. P. A.

May 14, 1964

Board of Directors
Oceanic Petroleum Corporation
Panama City, Panama

Gentlemen:

The fiscal year of Oceanic Petroleum Corporation ended on November 30, 1963, for which period the annual report had been previously submitted.

This report covers the twelve month period - January 1, 1963 to December 31, 1963.

George R. Funaro & Co.

TH 034

OCEANIC PETROLEUM CORPORATION

BALANCE SHEET

DECEMBER 31, 1963

ASSETS

Current Assets		
Cash in Banks		$ 112,480.72
Accounts Receivable		1,984,145.35
Other Receivables		116,617.70
TOTAL CURRENT ASSETS		$2,213,243.77
Accounts with Affiliated Companies		
Summit Industrial Corporation (Panama)	$1,832,992.00	
U.S. Summit Corporation (Panama)	178,428.00	
Oceanic Process Corporation	51,612.37	
U.S. Summit Corporation	230,000.00	
Peninsula Petroleum Corporation	75,822.23	2,418,852.74
Investment - [illegible] Asphalt Mfg. Co.		242,130.74
Loans Receivable		319,762.50
TOTAL ASSETS		$5,194,989.05

TH 035

BEST COPY AVAILABLE

OCEANIC PETROLEUM CORPORATION

BALANCE SHEET

DECEMBER 31, 1963

L I A B I L I T I E S

Accounts Payable	$2,206,336.80
Accrued Expenses	19,069.63
Loans Payable	22,000.00
TOTAL LIABILITIES	$2,247,906.43

C A P I T A L

Capital Stock		$ 1,000.00
Surplus		
Balance	$2,300,406.11	
Net Profit for the Year -		
January 1, 1963 to December 31, 1963	[illegible]	[illegible]
TOTAL CAPITAL		[illegible]
TOTAL LIABILITIES AND CAPITAL		[illegible]

Tu - 36

GEORGE R. FUNARO & CO

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OCEANIC PETROLEUM CORPORATION

STATEMENT OF PROFIT AND LOSS

JANUARY 1, 1963 TO DECEMBER 31, 1963

Sales		$8,946,688.63
Cost of Sales		
Purchases	$6,415,544.54	
Charter Costs	1,455,552.22	
Other Costs	194,383.60	
Financing Charges	104,314.77	
COST OF GOODS SOLD		8,169,795.22
GROSS PROFIT		$ 776,893.43
Commissions Earned		45,660.88
TOTAL INCOME		$ 822,554.31
Expenses		
Consulting and Service Fees	$ 153,825.00	
Traveling, Office and Miscellaneous	24,041.60	
TOTAL EXPENSES		177,866.60
NET PROFIT		[illegible]

037

GEORGE R. FUNARO & CO.

FORM 855 1-60 5M
PRINTED IN U.S.A.

CONSUMER

UNION OIL COMPANY OF CALIFORNIA
PRODUCTS CONTRACT

THIS CONTRACT, made , 19 , between UNION OIL COMPANY OF CALIFORNIA, hereinafter called UNION, and , hereinafter called BUYER;

WITNESSETH:

1. TERM AND QUANTITY: Union agrees to sell and deliver and Buyer agrees to purchase and receive from Union during the period beginning , 19 , and ending , 19 , such quantities of petroleum products specified herein as Buyer may order for use at Buyer's plant at , but in no event less than the minimum quantities specified, and not to exceed, except at Union's option, the maximum quantities specified. The products purchased hereunder shall not be resold, or otherwise disposed of by Buyer.

PRODUCTS	UNIT	MINIMUM (Per Contract Year)	MAXIMUM (Per Contract Year)

2. GRADE: Products shall be Union's regular commercial grades generally offered to Union's customers for similar use and sale at a time and place of delivery. Union reserves the right to change or discontinue, from time to time, any such brands or grades.

3. PRICE: Buyer shall pay Union for each delivery Union's applicable list price as posted by Union at time and for the place and for the same method of delivery.

THE PROVISIONS OF PARAGRAPHS NUMBERED 4 TO 11, INCLUSIVE, ON THE REVERSE SIDE HEREOF ARE A PART OF THIS CONTRACT.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

UNION OIL COMPANY OF CALIFORNIA

By _____

_____
BUYER

By _____

TU 038

4. DELIVERY: Union shall d r said products on Buyer's order by
F.O.B. Buyer's receiving facilities
Union shall make deliveries with reasonable promptness upon receipt of order, but will not be required to make deliveries outside of business hours or on Sundays or holidays. Deliveries to be in fairly even monthly quantities, provided, however, that Union shall have the option of making deliveries at its convenience and keeping Buyer's storage filled to capacity.

5. BARREL DEPOSIT: Buyer shall deposit with Union, Six Dollars ($6.00) for each returnable iron barrel (RIB) in which products are delivered hereunder at the time the purchase price of the products becomes due. Such barrels shall remain the property of Union and Union will return the deposit, without interest, for each barrel returned by Buyer in good condition complete with bungs to Union's plugs from which delivery was made within one hundred and twenty (120) days from date of delivery. Union shall retain the deposit for each barrel not so returned as the agreed value thereof and title thereto shall pass to Buyer. Nonreturnable barrels (NRB) are included in the price of the product and become Buyer's property at time of delivery.

6. PAYMENT: The purchase price of products delivered hereunder shall be paid in lawful money of the United States without discount at time of delivery, or upon such other terms as Union may from time to time require. If Buyer shall fail to make any payment when due, such failure shall, at Union's option, be deemed a breach of the entire contract and Union may suspend deliveries hereunder until such payment has been made or may terminate this contract. Nothing herein contained shall limit Union's remedies in the event of a breach.

7. TAXES: The amount of any tax, excise or charge now or hereafter imposed on Union by any Governmental authority upon, incident to, or as a result of the manufacture, storage, withdrawal from storage, transportation, distribution, sale or handling of the products delivered hereunder or measured by the proceeds of such distribution or sale shall, unless it is specified herein that such tax is included in the prices stated, be added thereto and be paid on demand by Buyer to Union.

8. LIABILITIES: The obligations of the parties to deliver and receive products hereunder shall be suspended and excused if Union is prevented from or delayed in producing, manufacturing, transporting or delivering in its normal manner any product hereunder or the materials from which such product is manufactured because of acts of God, earthquake, fire, flood or the elements, malicious mischief, riots, strikes, lockouts, boycotts, picketing, labor disturbances, war; compliance with any directive, order or regulation of any governmental authority or representative thereof acting under claim or color of authority; loss or shortage of any product or of any part of Union's own or customary transportation or delivery facilities, or for any reason beyond Union's or Buyer's reasonable control, whether or not similar to the foregoing. Whenever such causes in Union's judgment require restriction of deliveries, Union reserves the right in its discretion to restrict deliveries to Buyer without liability, whether or not delivering to others.

9. BREACH OF CONTRACT: Time is of the essence hereof. In the event of a breach of any of the provisions of this contract, it may be forthwith terminated at the option of the party not in default. The waiver of any breach shall not be deemed to be a waiver of any other or subsequent breach of the same or other provisions hereof.

10. ENTIRE CONTRACT: This contract shall terminate and supersede, as of the commencement date hereof, all prior contracts between the parties hereto covering the sale and delivery of said products for the use and sale herein specified. This contract covers the entire agreement of the parties, and no employee, agent or representative of Union has authority to change or modify its terms, and there are no inducements, promises, representations or warranties affecting it.

11. ASSIGNMENT: This contract shall not be assignable by Buyer or by operation of law without Union's prior written consent, but otherwise shall be binding upon and shall inure to the benefit of the parties, their representatives, successors and assigns.

TU 039

Platt's OILGRAM Price Service - New York Edition - August 3, 1965 Page 6-A Vol. 43 No. 148

CARIBBEAN, MIDDLE EAST & FAR EAST REFINED PRODUCTS PRICES

	Creole Aruba	Esso Aruba	Creole Curacao	Shell Curacao	Shell Curacao	Sinclair Puerto la Cruz	Shell Pulau Bukom	Mobil Bunker Gorgon	Mobil Bunker Curacao
Avgas Grade 115/145		15.8	- - -	15.8	15.8	- - -	15.7	- - -	- - -
Avgas Grade 100/130	- - -	14.2	- - -	14.2	14.2	- - -	15.4	15.2	15.2
Avgas Grade 80/87	- - -	12.2	- - -	- - -	12.2	- - -	13.4	13.2	- - -
Turbine Fuel Jet (-58F)	- - -	8.9	- - -	8.9	8.9	- - -	10.1	9.9	9.9
100 Oct Premium	- - -	11.2	- - -	11.2	11.2	- - -	- - -	- - -	- - -
98 Oct Premium	- - -	- - -	- - -	10.4	10.4	- - -	- - -	- - -	- - -
97 Oct Premium	- - -	10.2	- - -	- - -	- - -	- - -	10.0	- - -	- - -
95 Oct Premium	- - -	- - -	- - -	9.7	9.7	- - -	10.5	- - -	- - -
93 Oct Premium	- - -	- - -	- - -	9.2	9.2	- - -	10.1	9.9	9.9
91 Regular	- - -	8.7	- - -	- - -	- - -	- - -	- - -	- - -	- - -
90 Oct Regular	- - -	- - -	- - -	8.4	8.4	- - -	- - -	- - -	- - -
87 Oct Regular	- - -	7.6	- - -	7.6	7.6	- - -	- - -	- - -	- - -
85 Oct Regular	- - -	- - -	- - -	- - -	- - -	- - -	8.3	- - -	- - -
83 Oct Regular	- - -	- - -	- - -	7.1	7.1	7.1	7.9	7.7	7.7
80 Oct Regular	6.8	6.8	6.8	- - -	- - -	- - -	- - -	- - -	- - -
78 Oct	- - -	- - -	- - -	- - -	- - -	- - -	- - -	7.2	7.2
Tractor Vap. Oil	- - -	- - -	- - -	- - -	- - -	- - -	8.8	- - -	- - -
Illuminating Kerosine	- - -	8.9	- - -	- - -	- - -	- - -	- - -	8.8	8.8
Kerosine	- - -	- - -	- - -	8.7	8.7	- - -	9.4	- - -	- - -
Stove Oil	- - -	7.8	- - -	- - -	- - -	- - -	- - -	- - -	- - -
No. 2 Fuel	6.3	6.3	- - -	6.3	6.3	6.5	- - -	- - -	- - -
52 Cetane Minimum	- - -	- - -	- - -	8.7	8.7	- - -	9.2	- - -	- - -
50-57 c.i. (Shell 50 cet. min.)	6.6	6.6	- - -	6.6	6.6	- - -	8	7.8	7.8
45-52 c.i. (Shell 45 cet. min.)	6.5	6.5	6.5	6.5	6.5	6.5	7.8	- - -	- - -
43-47 c.i. (Shell 40 cet. min.)	6.4	6.4	6.4	6.4	6.4	- - -	- - -	- - -	- - -
Industrial Diesel	- - -	- - -	- - -	- - -	- - -	- - -	$3.20	$3.10	$3.10
Marine Diesel	- - -	- - -	- - -	- - -	- - -	- - -	$3.35	- - -	- - -
Virgin Gas Oil		6.9**	- - -	- - -	- - -	- - -	$2.50	- - -	- - -
Medium Fuel Oil	- - -	- - -	- - -	- - -	- - -	- - -	$2.00	$1.90	$1.90
No. 4 Fuel	- - -	$3.24	$3.24	- - -	- - -	- - -	- - -	- - -	- - -
25 vis. (Minn.) Fuel Oil	- - -	$3.13	$3.13	- - -	- - -	- - -	- - -	- - -	- - -
100 vis. (Minn.) Fuel Oil	$2.03	$2.03	$2.03	- - -	- - -	- - -	- - -	- - -	- - -
Bunker C Fuel	$2.00	$2.00	$2.00	$2.00*	$2.00	$2.00	- - -	- - -	- - -
Bunker C (Max. 1.75% Sulfur)	- - -	- - -	$2.10	- - -	- - -	- - -	- - -	- - -	- - -
Cutback Asphalt (RC-2/MC-2)	6.7	- - -	- - -	- - -	- - -	- - -	- - -	- - -	- - -

*Shell also quotes $1.87 at San Lorenzo. **Virgin vacuum.

	BP Abadan	Esso Abadan	Mobil Abadan	Shell Abadan	Caltex Ras Tanura	Caltex (U.K.) Bahrain	Esso Ras Tanura	Mobil Ras Tanura
Avgas Grade 115/145	15.9	15.9	15.9	15.9	- - -	- - -	- - -	15.7
Avgas Grade 100/130	14.8	14.8	14.8	14.8	- - -	- - -	- - -	14.8
Avgas Grade 91/98	- - -	- - -	13.2	- - -	- - -	- - -	- - -	- - -
Avgas Grade 73 Clear	12.8	- - -	12.8	12.8	- - -	- - -	- - -	- - -
Turbine Fuel, 1 (-58F)	9.2	9.2	9.2	9.2	9.4	9.4	9.4	9.4
95 Oct	9.7	9.6	9.8	9.6	10	10	9.8	10
93 Oct	9.2	9.2	9.4	9.2	9.6	9.6	9.4	9.5
90 Oct	8.4	8.4	8.6	8.4	8.8	8.8	8.6	8.8
87 Oct	- - -	- - -	8	- - -	8.2	- - -	8	8.2
85 Oct	- - -	- - -	- - -	- - -	7.8	- - -	- - -	- - -
84 Oct	- - -	- - -	- - -	- - -	- - -	- - -	- - -	- - -
83 Oct	7.2	7	7.2	7	7.4	7.4	7.2	7.4
Oct.	8.8	8.8	8.8	8.8	7	7	8.8	7
Vap. Oil	8.2	8.2	8.2	8.2	- - -	8.8	- - -	- - -
	8.6	8.6	8.6	8.6	8.8	8.8	8.8	8.6
				9.2	- - -	- - -	- - -	- - -
						- - -		
			8.8			7	7	7
Industrial Diesel	$3.80	$3.80	$3.80	$3.80	- - -	- - -	- - -	$3.60
Marine Diesel	$3.75	$3.75	$3.75	$3.75	$3.65	$3.65	$3.65	$3.65
Bunker C Fuel	$1.55	$1.55	$1.55	$1.55*	$1.60	$1.60	$1.60	$1.60

*Industrial Fuel

GULF COAST - BARRELS, [illegible]

100 Oct Premium [illegible] 93-97 Octane Index .635-.675

APPENDIX I - AREA AND PRICE ANALYSIS

Deft's EXHIBIT DDX 155
for Identification
GLORIA TEPPER, N.P.
Oct 1 19 70

Area Analysis

Let us analyse the area, which I shall divide into three categories in more relevant terms than geographical limits.

A. Area with existing ocean terminals. This area may be conveniently labelled a "2¢ per gallon freight cost" area. This does not imply that this low freight cost is always reflected in the selling price. It simply means that deliveries are made by T-2 type and bigger tankers. Socal supplies their terminals in Papeeto and Pago with their own tankers, usually the Lombardi, and because of their privileged position in these two markets, they figure their freight cost on the basis of 5¢ to 6¢ per gallon. Both Shell and Mobil use their house flag tankers, as well as chartered vessels, e.g. the "Brali", in this area.

I. New Guinea*	1.	Port Moresby	(Mobil)
	2.	Rabaul	(Mobil)
	3.	Lae	(Shell)
	4.	Madang	(Shell)
II. Fiji*	1.	Suva	(Shell,Mobil,BP,aviation only)
	2.	Vuda Pt.Lautoka	
III. New Caledonia*			
	1.	Ducos)	(Shell,Mobil,Total - indus-
	2.	Noumea)	trial & aviation only)
IV. Western Samoa			
	1.	Apia	(joint terminal Shell,Mobil, BP - aviation only)
V. American Samoa			
	1.	Pago Pago	(Socal)
IV. French Polynesia			
	1.	Papeete,Tahiti	(Socal,Mobil,Total aviation only)

* Diesel supplied to private industries and other sales in outport areas are lifted from these terminals. For example, diesel requirements of Commonwealth New Guinea Timbers, Ltd. at Bulolo come from Lae; for CSR-Nausori, Nukualofa, Tonga from Suva, etc.

Price Structure

The Price structure in Area A can be summed up in the following tables with variations in some of the local areas.

Mobil

	Diesel	Kerosene	Motor Gasoline	
FOB Palembang**	9.3 ¢	10.6 ¢	10.5 ¢	per US Gallon
Freight	2.1	1.98	1.81	"
Insurance	0.07	0.07	0.07	"
CIF	11.47¢	12.65¢	12.40¢	"
Mobil's area markup	2.75¢	3.25¢	3.25¢	"
Terminal throughput charge	1.50	2.00	2.00	"
Price ex terminal*	15.72¢	16.90¢	16.65¢	"

**This is price charged by Mobil Australia Ltd. whose cost price paid to Mobil refinery is understood to be low enough to allow a fair mark-up. This seems to be borne out by the fact that on the occasions when they draw supplies from their Altona refinery their FOB prices did not differ much.

* To this price are added local wholesale and retail mark-ups.

Shell

Although Shell's prices, wholesale and retail, parallel mobil's throughout the area, they seem to figure their ex terminal prices slightly differently. This may be accounted for by the fact that Shell, in certain areas, market through distributors. Shell base their FOB pipeline prices on Platts to which are added a lump sum called "distribution cost" (presumed to include freight, insurance, amotization,etc.) The prices and mark-up are set by their various subsidiaries such as Shell Co. (Pacific Islands) Ltd. in Fiji, or N. V. Koninklijke Nederlandsche in New Guinea, Shell Oil Company of Australia, etc.

Socal

I think that you are thoroughly familiar with Socal's prices in Tahiti. They may have to revise their cost/sales price structure

as soon as Mobil's Papeete terminal becomes fully operative. It is sufficient to recap their prices practiced up to present both at Papeete and Pago.

	FOB Richmond, El Segundo or Honolulu		CIF Pago
Motor Gasoline	12.51¢		18.25¢
Kerosene	13.06		19.0
Diesel	9.14		15.3-
Light bunker fuel	6.667		10.786-
100/130 Av. gas	20.81		26.75
115/145 Av. gas	22.01		27.95

B. Area with some sort of "outport terminals". This area may be labelled "8¢ per gallon freight cost area". In this outport terminal area, Mobil's supplies are ferried by a 720 ton tanker called the "Pacific Enterprise" which was the former Dutch built "M/V Harold". It has 10 cargo tanks equipped with loading and discharge pumps and drum filling equipment on deck. Based at Lae, it carries a Chinese crew and Mobil's Marine Department charges Aust $ 250-0-0 per day to their distribution and sales department. Shell, for example, supplied their Nukualofa installation by barge with supplies drawn from their Suva terminal.

I. New Guinea	1. Wewak 2. Samarai 3. Kavieng, New Ireland
II. Gilbert Island	1. Tarawa
III. Solomon Island*	1. Honiara
IV. New Hebrides	1. Santo 2. Vila
V. Tonga Island	1. Nukualofa**
VI. Island of Nauru***	VI. Island of Makatea

*Also installations of private industries at Gizo, Munda and Yandina in the Solomons.

**Supplied by barge from Suva on arrangement with Tongan government, freight Suva/Tonga figured @ $27. per long ton. Here is an area where a profitable arrangement may be worked out with Prince Tungi to supply his requirements by direct tanker deliveries.

*** Phosphate mines - requirements delivered in 600/1800 ton lots, on contract basis; e.g., Socal's delivered price Makatea for diesel @ 15¢ per gallon plus demourrage if any.

The whole B Area holds good promise even though the volume in each territory is small. It has good cushions in long margin, high freight charges and the aggregate volume is quite ropectable.

C. Drum economy area.

I. Cook Islands - Rarotonga

II. Wallis - Futuna

III. Ellice Group

IV. All outer islands or so called outports of all the Island groups.

We need not elaborate on the peculiarities of this area except to say that petroleum marketing is still tied to general merchandise trading. Some ingenuity and a little make-shift will get us a long way.

General Comments

This entire area is dominated by Shell and Mobil (position inherited from Stanvac). There are inroads made recently by Socal at Papeete and Pago;Total (via throughput from Mobil) in New Caledonia and Tahiti; BP in aviation sales only and Ampol in New Guinea.

Against the seemingly well entrenched position of Shell and Mobil, we can exploit some of their glaring weknesses. In area A most places are still wide open, where, given equal costs, the obtaining of our share of the market is a matter of diligence. In areas B and C, a successful operation throughout can be envisaged and in many places we may even end up being the logical suppliers to our competitors.

APPENDIX II - SOME LESS ACCESSIBLE STATISTICS

PETROLEUM IMPORTS STATISTICS - RABAUL, NEW GUINEA

	to 30/6/60	to 30/6/61	to 30/6/62
Aviation Gasoline	754,662 gals.	76,790 gals.	255,123 gals.
Motor Gasoline	2,109,737 "	1,732,844 gals.	1,509,941 "
Jet Fuel	660 "	-92,118 "	585 "
Kerosene	475,360 "	477,651 "	384,009 "
White Spirit	7,126 "	8,471 "	8,360 "
Diesel Oil and Other Fuel Oils	2,340,959 "	3,376,923 "	2,712,845 "

The only distributors of petroleum products in Rabaul are Shell Company of Australia Limited and Mobil Oil Australia Limited.

SOURCES:	INDONESIA	USA	AUST.	SINGAPORE	MIDDLE EAST	PERU
Aviation Gasoline						
1960	98%	1%				
1961	97	2	1%			
1962	81½	½	1	17%		
Motor Gasoline						
1960	99½		½			
1961	100					
1962	98½		½	1		
Jet Fuel						
1960	88		12			
1961	100					
1962	100					
Kerosene						
1960	99		1			
1961	99		1			
1962	88		4		8%	
White Spirit						
1960	66		34			
1961	36		64			
1962	5		95			
Diesel Oil and Other Fuel Oils						
1960	98		2			
1961	96½		½	3		
1962	70		2	5	21	2%

PETROLEUM IMPORTS STATISTICS - APIA, WESTERN SAMOA

Three Oil companies represented here.

BRITISH PETROLEUM PTY. LIMITED,
MOBIL OIL (AUST.) PTY. LIMITED,
SHELL COMPANY (PACIFIC ISLANDS) LIMITED.

The first company named only distributes aviation gasoline, whilst the latter two companies share bulk installations for motor gasoline, kerosend and diesel fuel and are actively engaged in selling petroleum products. There are no supplies of Jet Fuel or bunker fuel kept as there is no demand for same.

	1960	1961	1962
AVIATION GASOLINE	RECORDS NOT KEPT AS DUTY NOT PAID		
MOTOR GASOLINE	962,045	1,047,160	1,130,908
KEROSENE	285,513	212,058	214,721
DIESEL FUEL	229,437	300,305	248,372

With regard to the source of supply this varies, but the bulk of it comes from Borneo and Singapore

PETROLEUM IMPORTS STATISTICS - SUVA, FIJI

MAY, 1962/MAY 1963

Aviation Gasoline	6,000 long tons
Motor Gasoline	21,960 tons
Jet Fuel	24,000 tons
Kerosene	7,000 tons
Diesel Fuel & Bunker Fuel	31,000 tons

The above are the figures for the last 12 months but for the two previous years figures would have been almost identical.

PETROLEUM IMPORTS STATISTICS, - HONIARA, GUADALCANAL

	1960	1961 (Gallons)	1962
Aviation Gasoline	18,920	39,122	35,512
Motor Gasoline	217,338	379,406	335,435
Jet Fuel	Included in aviation gas, no separate figures available.		
Kerosene	142,526	165,592	149,313
Diesel Oil	482,901	760,200	839,150
Bunker Oil	Nil	Nil	Nil

SOURCES:		1961	1962
Aviation Gasoline	Indonesia	38,500	35,200
	U.S.A.	270	92
	Australia	352	220
		39,122	35,512
Motor Gasoline			
	Indonesia	355,706	312,002
	Australia	29,560	3,728
	U.S.A.	11,000	
	Iran	2,200	
	North Borneo	800	
	Papua,New Guinea		19,699
	U.K.		6
		379,406	335,435
Kerosene			
	Indonesia	125,903	137,473
	Australia	36,736	6,340
	Iran	2,288	
	North Borneo	660	
	Papua/New Guinea		5,500
		165,592	149,313
Diesel Oil			
	Indonesia	710,253	797,634
	Australia	37,361	16,814
	North Borneo	12,011	
	U.K.	575	176
	Papua/New Guinea		24,526
		760,200	839,150

In the British Solomon Islands, two bulk installations are maintained, one owned by Shell Co. (P.I.) Ltd., the other by Mobiloil (Austr.) Ltd.

PETROLEUM IMPORTS STATISTICS, PORT VILA AND SANTOS NEW HEBRIDES

	1960	1961	1962	TOTAL
Aviation Gasoline	110 T.	393 T.	450 T.	953 T.
Motor Gasoline	2530 T.	2475 T.	1680 T.	6685 T.
Jet Fuel	-	-	-	-
Kerosene	930 T.	982 T.	1238 T.	3150 T.
Diesel Oil	3646 T.	4880 T.	3930 T.	12456 T.
Bunker Oil	-	-	-	-
Total ...	7216 T.	8370 T.	7293 T.	23244 T.

Two suppliers/distributors MOBIL OIL AUSTRALIA Pty Ltd. and Societe des Petroles SHELL des Iles Francaises du Pacifique.

Source of supply: either New Caledonia, Australia and also New Guinea.

Unoco (Hong Kong) Limited

AN OVERSEAS SUBSIDIARY OF UNION OIL COMPANY OF CALIFORNIA

Managing Director
JAMES H. McGEE

408-9 TAKSHING HOUSE, HONG KONG
TELEPHONE 28909
CABLE ADDRESS: "PETROLEUM HONGKONG"

Defts EXHIBIT DDX 156
for identification
GLORIA TEPPER, N.P.
Oct 1 1970

No. JHM/5/588

May 25, 1964

Mr. Raymond C. Turnbull
President
Pacific Coconut Processing Corp.
8530 Wilshire Boulevard, Suite 309
Beverley Hills, Calif.

Dear Ray:

We have just received telegraphic advice from British Petroleum that due to small volume potential and the problems of transporting refined oil products from either Singapore or Australia they are not interested in marketing in American Samoa. This would seem to close the book at least temporarily on our plans to find a competitive source of supply so that we could enter this market. I realize of course that this is a great personal disappointment to you as it is to me and we all sincerely hopedthat by solving the problems we have had in the past with the Singapore Refinery we could be in the position to competitively ship products to Samoa.

I have not yet written Governor Lee and I would be happy to do so but would first like your advice whether you would prefer to write him or whether you think it proper that I also write and explain the decision of the British Petroleum Company.

I am taking the liberty of sending a carbon copy of this letter to Mr. Nero because he is, of course, as interested as we are in the proposal and he may want to contact you at some future date.

Very truly yours,

JHM:gt
c. c. Mr. Wm. C. Nero, LA

Unoco (Hong Kong) Limited

AN OVERSEAS SUBSIDIARY OF UNION OIL COMPANY OF CALIFORNIA

Managing Director
JAMES H. McGEE

408-9 TAKSHING HOUSE, HONG KONG
TELEPHONE 28909
CABLE ADDRESS: "PETROLEUM HONGKONG"

Defts EXHIBIT DDX 157
for identification
GLORIA TEPPER, N.P.
Oct 1 1970

No. JHM/5/625

May 29, 1964

Mr. Raymond C. Turnbull
President
Pacific Coconut Processing Corp.
8530 Wilshire Boulevard, Suite 309
Beverley Hills, California

Dear Ray:

Mr. Cadwell asked me if I had told you officially that British Petroleum were proposing to buy the Singapore Refinery. I do not recall whether I have told you this in a letter or over the long distance phone and, for that reason, I am enclosing a photostatic copy of a press release on this subject which you may or may not have seen. It appears that the negotiation for the purchase of the refinery by BP has been approved by all parties concerned.

Mr. Cadwell is going to discuss with the officials of BP the information you were kind enough to give me by overseas telephone the day before yesterday and, I am taking the liberty of writing BP, suggesting they contact you personally in the event this recent indication that Pan American would give the new supplier their jet fuel requirements in Pago Pago might possibly increase the volume sufficiently for them to be interested.

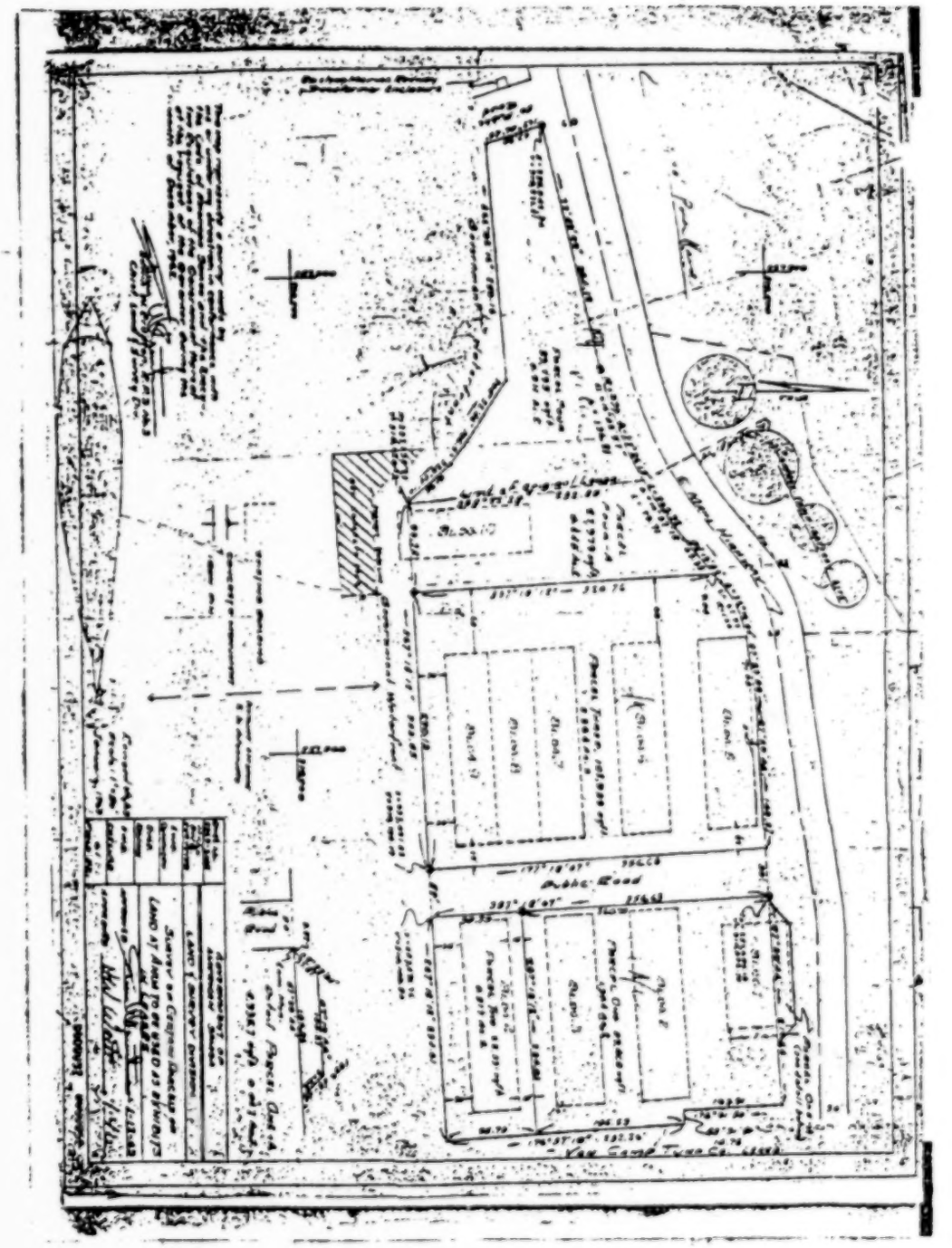
Thank you again Ray for the enthusiasm and support you have given us on this program and I sincerely hope that we have the pleasure of seeing you in Hongkong in the near future.

Very truly yours,

JHM:gt

Encl. 1

2. New Documents: Not Produced Before



February 5, 1963

Mr. H.W. Sanders
Union Oil Center
Los Angeles 17, California

Dear Mr. Sanders:

In view of our discussion last week and the proposed new Union Oil bulk plant in Pago Pago, I thought you might be interested in the enclosed clippings.

Best and warmest regards,

Sincerely,

REESE H. TAYLOR, JR.

Enclosures

STAY
PLAINTIFF EXHIB.
NO. 101 FOR IDENT.
MARK GALANTY, C.S.R. #3019

0000104

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

709P PDT MAY 12 63 LA233 OCA83
O SYB348 (MR192/MH13/UF5 JE87) 44 PD INTL FR O SY HONGKONG VIA
MACKAY 13 1086
TURNBULL PACIFIC COCONUT PROCESSING CORP
8530 WILSHIRE BLVD SUITE 309 BEVERLEYHILLSCALIF
Q51 CANU ADVISE PROFIT EACH FISHING VESSEL MAKES PER TRIP STOP
WOULD LIKE TO KNOW WHAT PERCENTAGE CREW GETS AND WHAT PERCENTAGE
OWNER OF VESSEL RECEIVES CABLE ADDRESS PETROLEUM HONGKONG LETTER
FOLLOWING MCGEE

8530 Q51
(05).

STAY
PLAINTIFF EXHIB.
NO. 115 FOR IDENT.
MARK GALANTY, C.S.R. #3019

0000115

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram
TELEGRAM
DAY LETTER TYL
NIGHT LETTER

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
FULL RATE
SHORE SHIP

WESTERN UNION

TELEGRAM

W. P. MARSHALL, PRESIDENT

BEVERLY HILLS

TR MAY 13 1115 EST

NO. WDS	CL OF SVC	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

655-5761

JIM MCGEE
PETROLEUM

(HONG KONG (H
VIA RCA)

VANCAMP ADVISES PAGO THUMB RULE BOAT OWNER

TURNBULL

CREW 5050 AFTER COSTS DEDUCTED. VERY SLIGHTLY
BET EEN JAPANESE AND KOREAN. EXPERT CAPTAIN OR
FISH BOSS MAY GET MORE. EQUADORE OWNER GETS 60
PERCENT CREW PAYS EXPENSE AND GETS BALANCE. NO
PROFIT PER TRIP FIGURES XXX AVAILABLE

CFII FURN

PACIFIC COAST
PROCESSING CORP 8530
WILSHIRE BLVD BEVERLY H

0001034

CABLE SENT 5/13/63

JIM MC GEE
PETROLEUM
HONG KONG VIA RCA

VAN CAMP ADVISES PAGO THUMB RULE BOAT OWNER CREW FIFTY FIFTY AFTER COSTS DEDUCTED. VARIES SLIGHTLY BETWEEN JAPANESE AND KOREANS. EXPERT CAPTAIN OR FISH BOSS MAY GET MORE. EQUADOR OWNER GETS 60 PERCENT CREW PAYS EXPENSE AND GETS BALANCE. NO PROFIT PER TRIP FIGURES AVAILABLE.

TURNBULL

Def SOX-0001178
J.M. Valdez, N.P.
11-24-75

Unoco Limited
(Incorporated in Liechtenstein)

THE OVERSEAS MARKETING SUBSIDIARY OF UNION OIL COMPANY OF CALIFORNIA

Sales Manager
J. H. McGEE

4089 TAKSHING HOUSE, HONG KONG
TELEPHONE 28008
CABLE ADDRESS "PETROLEUM HONGKONG"

Letter No.JHM/S/35

May 14, 1963

Mr. Raymond C. Turnbull
President
Pacific Coconut Processing Corp.
8530 Wilshire Blvd., Suite 309
Beverly Hills, California

Dear Ray,

Thank you very much for the prompt reply to my cable yesterday, and thank you also for the very lengthy letter full of the enthusiasm and detailed information that has been so very helpful in putting our proposal together for management review.

As you no doubt know by now, the Union Oil management are reviewing the proposal in Los Angeles. We are in almost daily contact with them on various details. In addition, Mr. F. K. Cadwell, our President, is in Los Angeles this week and I am sure that he is discussing this subject with the Executive Committee.

I appreciated you clarifying what could have been a misunderstanding as a result of Ron Pritchard's helpful letter which was in answer to some questions I had asked prior to leaving Pago Pago. I thought I understood Ron's explanation correctly, but I appreciated your confirmation.

We are certainly aware of the necessity for a final decision as soon as possible not only because of the complexity of filling the area adjacent to your leasehold property but also because we assured the Governor that this is not a subject that we would treat lightly.

I know that Unoco would be extremely interested in discussing with you the details of the purchase of the Bank of America and as soon as our Vice President, Mr. William C. Nero returns from Korea,

Dept SDX 0001179
J M Udda, N.P.

I will give him as much of the detail as I can and we can then write to you for additional information after we establish to what extent we would be interested.

I just got the pictures back yesterday and am having some prints made which I think you will enjoy.

Thank you again for keeping me so well informed and would you please let me know when you plan on returning to Pago Pago.

Very truly yours,

JHM:nm
cc: Mr. F. K. Cadwell

Dept SDX 0001180
J M Udda, N.P.
11-24-72

June 14, 1963

Mr. J.H. McGee
Unoco, Ltd.
408-9 Takshinga House
Hong Kong

Dear Jim:

Thank you for the cable sent to Pago. I let the Governor read it and made all the appropriate explanations on the time element. An interesting aside is that the complete power of Pago has only a 5-hour fuel capacity. If anything should happen to the tank trucks, at the end of 5 hours there would be no power in Samoa.

I talked to Craig today and told him that the Governor expected to leave Pago on June 25th for a 45-day leave. He didn't volunteer any information and I just gave him the general rundown of Samoa happenings.

I did button up Palmyra Island and now will go ahead on this project. Talked to the senior vice president of Sheraton in Boston and he seems quite delighted with the prospect of leaning on the financing for 70%. The 30% balance will be further reduced by the architect and contractor taking their profit in equity, the remainder of the financing being incomplete at this time. The total 30% equals $1,298,160. I do have something to trade on in obtaining the balance, and that is the gambling. If you see your Chinese friend again ask him if this would brighten up the picture. They can not only have equity for their money, but can direct the gambling profits toward their own particular payout.

Have you ever heard of Dato Loke Wan Tho, S.I.M.K., P.M.N, Chairman of the Cathay Organization? I understand that as an individual he is loaded and that he represents a tremendous hui. They have been sprinkling their money out in the Pacific evidently smelling a coming rat in the Orient. His son-in-law, Wesley Barrett, runs the Cathay Hotels (Fiji, Ltd.) in Suva, Fiji. I once talked to Barrett about Tahiti, but that idea died because the French hate Chinese. This Palmyra caper should have some intrigue in it for foreigners in that they can carve pieces out of the tourist industry that frequents Hawaii and get dollars at the same time. Keep your ears open for anybody who might be interested in this deal.

I am sending in my entry blank for the Macao Grand Prix to be held November 16th. I propose to bring a Ferrari and a new Shelby Cobra and hope between these two cars my sister and I can dominate every event except the Formula Junior class. Is there any reason why my car shouldn't be #76 in the usual Union colors? Along this promotional line, do you have any tankers perhaps that make the run from California to Hong Kong

that might hold two race cars as deck cargo? One of the races is run for teams that are sponsored from Hong Kong. The Grand Prix, of course, is open to the fastest cars and this is the plum I am after. From the speed of the cars that I am bringing, my sister and I ought to make it a one-two affair provided that concrete buildings on either side aren't too attractive. I hope you are still there in November so I can meet your wife.

In the meantime, hurry up on this Pago caper so you can be my guest in the new diggings that will be completed on or about July 1st.

Regards,

RAYMOND C. TURNBULL,
President

FORM GAS-118-C
(REV. 9/6/55)

GOVERNMENT OF AMERICAN SAMOA
COMMUNICATIONS DIVISION

RADIOGRAM

~~VPD/NR31 PAGO PAGO GX22 5 1031~~

COCOPAC
PACCPA CAMSAMOA

1324 RAY TURNBULL LEE AND FAMILY ARRIVED YESTERDAY HE AND CADWELL MEETING
TODAY WILL KEEP YOU ADVISED KINDEST REGARDS

MCGEE.

Copy sent

STATION	DWO	TOR	TOD	DATE	STA CK
1 2 3 4 5	6 7 8 9 10	11 12 13 14	15 16 17 18	19 20 21 22 23 24	

Dept SDX 0001183
John Valley, N.A.
11-24-75.

Unoco Limited

(Incorporated in Liechtenstein)

AN OVERSEAS SUBSIDIARY OF UNION OIL COMPANY OF CALIFORNIA

Director Product Sales
JAMES H. McGEE

4089 TAIKSHING HOUSE, HONG KONG
TELEPHONE 28009
CABLE ADDRESS "PETROLEUM HONGKONG"

No. JHM/10/985

October 30, 1963

Mr. Raymond C. Turnbull
President
Pacific Coconut Processing Corp.
8530 Wilshire Boulevard, Suite 309
Beverley Hills, California

Dear Ray:

I received a very nice letter from Governor Lee a few days ago saying that he fully understood our current position and expressed his appreciation for efforts we have been extending to plan a marketing operation in American Samoa.

You mentioned in one of your earlier letters that you might possibly be in Hong Kong during the month of November.

Molly and I are leaving on November 4 and will spend sometime in Honolulu and then will be coming to Los Angeles the latter part of November.

We will be sorry if we missed you in Hong Kong but I am hoping that I have the opportunity of seeing you in Los Angeles later this year.

We still include American Samoa in our plans for the future and I am hoping by the time that I see you that we will have either a definite decision or at least some encouraging news.

I hope the processing plant is going well and that by 1964 you will be in operations.

Thank you again for your letter.

Very truly yours,

JHM:gt

SDX 0004739

DILLINGHAM CORPORATION

Alu Mauna Building · Honolulu 14, Hawaii · Cable: DILCORP

November 20, 1963

Mr. Raymond Turnbull
8530 Wilshire Blvd.
Suite 309
Beverly Hills, California

Dear Mr. Turnbull:

Your invitation that we consider participation in your land development proposal at American Samoa has been studied by our company and it has been agreed that we are definitely interested in prospecting this project.

With reference to your telephone call on November 18th, we feel that in order to plan an efficient investigation of the site, we will need more preliminary information on the planned development if such is available. Could you advise us on the following points:

1. In general, what is the time-frame within which the planned construction should be scheduled?

2. Does the project envision a port development as well as reclamation? If so, what would be the size and draft of ships, the extent of wharves, and the requirement for dock equipment such as cranes, etc.?

3. What would be the nature of cargoes which will be handled?

We visualize the sequence of our activities generally falling into three phases: first would be preliminary prospecting, the cost of which would be borne by the individual partners of the proposed joint venture, each according to his own requirements, with the objective of determining the feasibility; second, the engineering survey and design for dredging, reclamation and water front construction, which would be to the account of the joint venture; and third, the actual implementation of the plan by the joint venture on a cost basis to be determined by negotiation leading from the first two phases.

Between now and your return to Honolulu, we propose to examine the project with the use of such hydrographic and other charts as may be available here. We would like to recommend that you plan to stay a day or two here in order that we may explore more fully plans for finance, nature of the industries contemplated for the site, as well as the present extent of leasing intent as an indicator of the possible value of the land and facilities to be constructed.

November 20, 1963
Mr. Raymond Turnbull

I am not sure as of this moment that one of our men with suitable qualifications will be available on the specific date of November 30 to accompany you; however, you may be sure we will follow through at the earliest appropriate time.

Sincerely,

DILLINGHAM CORPORATION

D. M. Schmuck

DMS/mp
cc: Mr. Ralph Kiewit, Jr.

November 20, 1963

Mr. Donald Schmuck
Dillingham Corporation
Box 3468
Honolulu 1, Hawaii

Dear Mr. Schmuck:

I am enclosing herewith HR 2073 presently being acted upon. This Bill, in effect, would cover the lands that we would develop in Samoa. There is no question of it being passed within the next 60 days, as every one concerned has already agreed to the terms therein.

I thought it might be interesting for your file.

I will be checking into the Royal Hawaiian late in the evening of the 29th. I hope that your engineer can accompany me to Samoa on the Pan American plane leaving Honolulu at 12:30 A.M., Sunday, December 1st.

Yours very truly,

RAYMOND C. TURNBULL,
President

Enclosure

November 21, 1963

Mr. Donald Schmuck
Dillingham Corporation
Box 3468
Honolulu 1, Hawaii

Dear Mr. Schmuck:

I had advised you earlier that I was negotiating with a local company to put a refinery on the new land that would be created at Samoa. For a period of eight months, I have also been negotiating with the wholly owned subsidiary of Union Oil Company, Unoco, Ltd., to build a bulk plant in Pago Harbor on my present lease. This negotiation had dragged while Unoco and the parent company Union Oil checked out the feasibility of hauling finished products either from Singapore or California. It had been resolved that the trip from California would be too costly, and Unoco was interested in proceeding by hauling the product from Singapore, subject to their marketing arrangements with that facility. Jim McCue, second in command of the Unoco operation in Hong Kong, called me from Honolulu on the 19th, and advised that they would have great interest in marketing the product of a new refinery that would be built in Samoa.

I will meet with both the Unoco people and the Fletcher Oil Company on my return from Pago on the 9th of December to firm up this combination. The refinery will require 35 acres of the new land, and the Union Oil terminal will require 38 acres.

The Chairman of the Board of Jasper Corporation and his entourage of timber experts will join me in Samoa on or about January 15th to survey the picture for their exotic plywood veneer plant. I have in the past furnished them with samples of the woods available, and I have sent them logs which they have converted to veneer plywood. They will utilize all the lumber available in the Samoan group, using both American Samoa and Western Samoa woods. I propose to furnish them with the logs from the Island of Savaii, and Prince Tungi of Tonga, is willing to furnish the barges and tugs necessary to transport the logs from the islands to the Jasper plant. Their requirement in acreage is, strangely enough, 27 acres. The combination of these three companies seems to cover the reclamation that we have discussed. Obviously, we could use more land, and I intend to seek more area in the same bay from Governor Lee.

I am enclosing herewith the Dun & Bradstreet report on Jasper Corporation. They guarantee the full market for all of the product, and they are willing to either take the whole picture or joint venture the project. The Bank of America in Los Angeles have advised me that if we should desire to joint venture with Jasper, they are interested in lending us all of the money required from our side.

Mr. Donald Schmuck
Page -2-

November 21, 1963

There are many other companies that have an educated interest in setting up shop in Samoa for tax purposes. Maybe your engineer will see other possibilities of land reclamation. You are no doubt aware of the fifty per centum rule of the Tariff Act of 1930, in which a foreign product can be processed in an American territory qualifying it as an American product, providing that the sale price of the end product is a minimum of 50% more than the cost of the foreign raw product. This would make Samoa desirable from the standpoint of textile manufacturers, or for any other manufacturer who would be able to convert Australian products for the American market.

The foregoing is just some of the background that makes Samoa more desirable than most people realize.

I am also enclosing herewith a copy of the last letter from the Jasper Corporation and a copy of the latest Industrial Incentive Act.

Yours very truly,

RAYMOND C. TURNBULL,
President

Enclosures

November 22, 1963

Mr. Donald Schmuck
Dillingham Corporation
Box 3468
Honolulu 1, Hawaii

Dear Don:

I had already written when your November 20th letter arrived. Answering your direct questions, please be advised as follows:

1. The project should be commenced as soon as its feasibility is determined. As I have mentioned previously, Union Oil negotiations can be concluded within 45 days. Jasper Corporation can commit by the middle of January, and the Fletcher Oil Company can commit with Union Oil. I would see to it that your company would also construct the refinery and the Union Oil Company terminal. While a long period of time is involved between agreements and construction, the land reclamation period should fill that hiatus.

2. The project should include the opening of the entrance to accomodate ships that carry freight presently to Tago - General Steam's Thor I and Thomiele, and Matson's Ventura and Sierra - I don't know their drafts. There should be enough of a turning basin, using tugs, to swing their bows to sea, making a starboard side landing to the wharves. That crude map I left with you depicts a general plan of docking. Requirements for dock equipment could be determined early by the lessees.

I don't know the difference between land reclamation and port development, unless the latter represents the inclusion of public or governmental accomodations. It may be that government funds can be allocated to a fuller development than that envisioned by us at the present time.

3. The inbound cargoes would be logs barged in for Jasper Corporation and crude oil tankers from Indonesia. The end products of Jasper would be veneer plywood heading for the States, and smaller tankers and lighters would be carrying finished petroleum products to Tonga, Western Samoa and the Cook Islands.

I shall not comment on the balance of your letter until I meet with Ralph Kiewit tomorrow.

Yours very truly,

RAYMOND C. TURNBULL,
President

Copy
Retained
10/10

November 27, 1963

Mr. Donald Schnuck
Dillingham Corporation
Box 3468
Honolulu 1, Hawaii

Dear Mr. Schnuck:

Ralph Kiewit and I met yesterday to discuss your letter of November 20, 1963, and more specifically, the three phases you desire:

Our proposal to Mr. Wheaton, without being detailed, embodied the following:

1. Cost borne by us under preliminary prospects would be limited to paying for the preliminary trip of Dillingham's engineer to make an on-site inspection, and to make available to such engineer quarters and transportation in American Samoa, as well as all required maps and information compiled by the Government of American Samoa.

2. Engineering, survey and design for dredging, reclamation and waterfront construction, and all costs accrued to Phase 2, would be advanced by Dillingham to the Joint Venture and repaid by the Joint Venture to Dillingham from the first lease proceeds received.

3. Actual costs of the implementation of the plan by the Joint Venture would be advanced by Dillingham to the Joint Venture and repaid by the Joint Venture to Dillingham from the first lease proceeds received.

4. It is understood that Dillingham's investment in the Joint Venture be conditioned on firm commitments on the leaseholds in an amount sufficient to repay all costs resulting from the implementation of the plans for the sale thereof. The Balance of the proceeds derived from leaseholds, over and above the costs, would be divided equally between the Joint Venturers.

In lieu of expending large sums of money in a business neither Mr. Kiewit nor I are familiar with, we would undertake to supply lessees, Approved by you, that would firmly commit prior to the commencement of your referred to Phase 2.

I will have conversations with Governor H. Rex Lee next week, and will further detail to you his attitude towards this project. Any available information or engineering reports in the Government file will be furnished you on my return.

Yours very truly,

RAYMOND C. TURNBULL,
President

Copy Hawaii 12/10

DILLINGHAM CORPORATION

Ala Moana Building · Honolulu 14, Hawaii · Cable DILCORP

November 29, 1963

Mr. Raymond C. Turnbull
Royal Hawaiian Hotel
Honolulu, Hawaii

Dear Mr. Turnbull:

Because of the time element, we are not prepared to send a representative to Samoa with you on Sunday; however, based on the information in your recent letters, we have assigned a member of our engineer staff the task of making a rough layout for a minimum port facility and producing a "round house" estimate of the cost.

We have all the charts locally available on Samoan hydrography, but all they indicate in the lagoon is "shallow" water. For estimating fill requirements, we will assume an average water depth of 5 feet in the reclamation area. This can be easily modified following an engineering site survey - or possibly from the engineering reports in Samoa which you stated would be made available on your return.

At this point, the most important thing is to determine the feasibility as developed from the cost and in terms of the possible revenue anticipated from the land. We would like to explore these areas with you more fully, possibly the next time you pass through Hawaii if you can so arrange your schedule.

Our thoughts now are that our first trip down would probably be by a representative qualified to participate in general discussions at all levels as they affect our participation in the project - possibly myself. The technical aspects of the job, then, would be prospected at the appropriate time by a team of specialists equipped to take soundings and borings and evaluate current and wave action as they affect engineering design for marine developments.

Your letter of November 27th arrived today and your summary of the practical arrangements for getting this project on the road appear to me to be quite sensible. I will try to get together with you this weekend - if not, we will await your return from Samoa with the greatest of interest.

Best regards and Aloha,

DILLINGHAM CORPORATION

D. H. Schmuck

DHS/mp

SDX 0004940

17

Copy Hawaii 12/11

December 10, 1963

Mr. Donald Schmuck
Dillingham Corporation
Box 3463
Honolulu 1, Hawaii

Dear Mr. Schmuck:

I received your November 29th letter at the Royal Hawaiian Hotel, and then went on down to take up this land reclamation with Governor Lee.

The Government of American Samoa has a test rig that would be suitable for coring to determine the thickness of the coral in the lagoon. Their dragglining operation in the same lagoon has indicated at least a minimum of 30 feet of coral without showing any lava. The map I left with you indicates the spots that were dragglined in the past. There is in existence a geologic chart showing the rock formations in different parts of the island.

The land area at Tafuna is lava with lensing of coral, such coral formations being indicated for the lagoon area. Mr. Ed Brunton, who is head surveyor for the Government, had nothing in his file that would help your investigation, nor was there any other information available to help in the determination.

Governor Lee is most enthusiastic about this project, his interest being in the establishment of new industries for Samoa. He is familiar with the Jasper Corporation's activities and interests, and towards this end, is making available to me on or about January 15th, a 136 foot former oceanograph ship, the Hugh M. Smith, which is enroute to Pago from Los Angeles. This ship will be used at that time to take the Chairman of the Board of Jasper and his timber experts on a survey trip to the Island of Savaii to determine the feasibility of a logging enterprise to furnish raw product to their plant at Tafuna lagoon.

I talked to Mr. Clausen, Public Works Director for Western Samoa. He indicated that they were going to dredge Asau Harbor on Savaii, and then move over to create a harbor at Apia, Western Samoa. I proposed that there could be possible savings in time and money if they dealt with you people rather than Merritt, Chapman and Scott out of New York. It was my observation, after a general discussion with him, that he planned to be in touch with you people very shortly. I had understood before that your people had made a survey of their harbor development, but that the price involved was too much for their government to carry. It now appears that the United Nations has a finger in the pie - you might want to follow up on renewing negotiations.

Dept SDX 0001185
g MV aldez N.P
11-24-75

I am enclosing herewith a squib out of the Western Samoa paper and a copy of a map of the harbor in Savaii that they plan to dredge. Evidently, they have great plans to develop the Asau Harbor area.

I plan to get some indication from Union Oil on their facility in American Samoa by tomorrow, and will pass along the information as soon as received.

If you are the engineer for the initial project and could possibly arrange a trip sometime around January 15th, maybe you could go along on this trip to Savaii and possibly drum up some other business for your company.

I have a feel out to Prince Tungi, of Tonga, regarding possible dredging work to create a large harbor from that shallow area on Tonga Tapu. This is all just exploratory talk in order to sweeten the pie for your dredging operation south of the equator.

Another prospect in Samoa itself could conceivably be in the harbor at Pago Pago. I know Governor Lee is interested in creating as much land as possible in the bay area, as well as creating more land for the hotel site on Goat Island. You can weigh this feasibility on your trip to Pago.

I am going to inform the Union Oil Company that if the construction of a refinery is feasible, you people be given the opportunity to construct it. Again, if the refinery is feasible, I am going to undertake to obtain governmental financing at 4% interest and own a large chunk of the refinery itself.

The governmental climate for the land reclamation project is good. We have the educated interest of good lessees and there seems to be only one point that could sink the ship at the present time...whether the bottom of the lagoon is coral or lava.

I talked to Mr. Thrapp, Director of Public Works for G.A.S., regarding the availability of one of the two test rigs. I requested the rig that would be able to take cores. He informed me they are going to drill some test holes in the area that will have a one million barrel capacity water tank constructed, but that the rig would be made available to us when required. Also available to us is a steel barge that has a fixed crane aboard. Conceivably, the rig could be placed aboard this barge for purposes of coring the lagoon bottom. I believe many of the services and the equipment of G.A.S. will be made available to us at no cost.

Strangely enough, the only concern the Governor had in relation to the construction of a refinery was air pollution that might contaminate or make obnoxious the downwind areas already proposed for recreational purposes. After my talks with Union Oil, I am supposed to inform Governor Lee of the outcome so that he may take up the proposal with Secretary Udall. Since this operation concerns the refining of foreign crude oil, he would require some advice from experts in the Department of the Interior who are charged with the responsibility under the law with regard to foreign and

Dept sox 0001186
Fort Valley, N.P. 11-24-75

domestic oil production. Frankly, I believe this excuse disguises his exhilaration over the prospect, and that his intent would be to take a deep bow in Washington for having attracted to Samoa a business that would enhance the strategic position, if any, of Samoa. Obviously, a refinery would be extremely attractive to G.A.S. in terms of getting cheaper fuel oil and other petroleum products. Standard Oil, as you know, have a virtual monopoly at the present time, the government having to pay 10¢ per gallon for diesel fuel. A refinery would attract the tramp trade for fueling purposes, and all the other attendant trickle down benefits.

Reference is made to the Bill H.R. 2073 that I sent to you previously. This Bill was passed by the Congress two days before Kennedy left for Dallas. In the Bill it required specific locations to be determined. The Congress knocked out that provision so the submerged lands deal is no longer a problem. Incidently, this delighted the Governor as regards our land reclamation project.

I will keep the information coming as fast as I receive it.

Yours very truly,

RAYMOND C. TURNBULL,
President

Enclosures (2)

Dept sox 0001187
Fort Valley, N.P.
11-24-75

WALKER - MOODY

Engineers • Contractors
Builders

CONSTRUCTION COMPANY, LTD.
2937 MOKUMOA STREET ★ TELEPHONE 893-781
HONOLULU, HAWAII

January 10, 1964

Mr. Raymond C. Turnbull, President
Pacific Coconut Processing Corporation
8530 Wilshire Blvd.
Suite 309
Beverly Hills, California

Dear Mr. Turnbull:

Per your request we have made a preliminary estimate for filling the submerged land in front of your office at Pago Pago for the construction of a dock in this same location adequate for the discharge of coconuts from Tonga's new carrier.

Our recommendations are based upon our knowledge of the situation acquired while constructing dock facilities for Van Camp and Star-Kist in the adjacent area and from specific data of the site just received from our people there.

Our thinking at this time indicates that the area should be filled with coral or weathered rock available in the area. The height of fill above mean sea level would be approximately 8 feet. Some settlement should be expected. At the face of this filled area, a dock approximately 50' wide x 200' long would be constructed. It would be of reinforced concrete construction resting on pre-stressed concrete piles and would be independent of the fill except for lateral thrust. It would be designed for moderate pier liveloads of approximately 300 psf. The depth of water at its face would be approximately 30 feet.

We estimate that the cost of the fill and dock would be in the neighborhood of $400,000.00. You would reclaim approximately 1.5 acres of new land in the process.

As you know we are thoroughly familiar with the design and construction of this type of facility in Samos. We would welcome the opportunity to discuss the project with you in more details.

Sincerely,
WALKER-MOODY CONSTRUCTION CO., LTD.

By Ross W. Moody

RWM/es

MAIN CALANTY, C.S.R. #3019

00000135

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION
TELEGRAM
W. P. MARSHALL, PRESIDENT

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

LDT53LT GOVT NL PD TDL PWS PAGOPAGO AMERICANSAMOA JAN 10

RAYMOND C TURNBULL , Care Taylor
8530 WILSHIRE BLVD SUITE 309 LOSA (DY)

UNCLAS WILL BE PASSING THROUGH LOS ANGELES APPROXIMATELY JANUARY 16 ENROUTE WASHINGTON. WILL CALL YOU FOR ARRANGEMENT MEETING EITHER IN LOS ANGELES OR WASHINGTON ON MCGEE PROPOSALS

GOVERNOR AMERICAN SAMOA PAGO PAGO AMERICANSAMOA

00000134

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

FORM GAS-118-C
(REV. 8/4/53)

GOVERNMENT OF AMERICAN SAMOA
COMMUNICATIONS DIVISION

RADIOGRAM

NPM/NR006/14 BEVERLY HILLS CALIF CK31 VIA RCA 13 210P

PACCO
PAGOPAGO

NO WORD TONGA FUNDS STOP GOVERNOR LEE CABLED THAT HE WILL CALL HERE 16TH WHILE PASSING THROUGH EN ROUTE WASHINGTON REGARDING MEETING HERE OR WASHINGTON MCGEE PROPOSALS

COCOPAC

CHARGE | CWO | FOR | FOD | DATE JAN 13 '64 | D/T GR.

FORM GAS-118-C
(REV. 8/4/53)

GOVERNMENT OF AMERICAN SAMOA
COMMUNICATIONS DIVISION

RADIOGRAM

NPM/NR17 LOS ANGELES CALIF CK36 VIA MRT 15 445P

PACCO
PAGOPAGO(SAMOA)

TURNBULL SINGAPORE NEGOTIATIONS PROGRESSING SATISFACTORILY STOP TO CONCLUDE REQUIRES SESSIONS IN JAPAN AND USA STOP WE ESTIMATE MARCH 1ST AS DATE WE CAN MAKE FINAL DECISION ON SAMOAN PROPOSAL REGARDS TO GOVERNOR LEE

JIM.

CHARGE | CWO | FOR | FOD | DATE 15 JAN 164 | D/T GR.

SDX 0004740

January 22, 1964

Mr. Ross M. Moody
Walker-Moody Construction Company, Ltd.
2927 Mokumoa Street
Honolulu, Hawaii

Dear Ross:

Thank you for the estimate on the dock at our Pago plant. The price that you quote appears to be quite high when equated with the 35'x 330' dock that you built for Van Camp. You may have lost your shirt on that job, but could there be a difference of $330,000 for approximately the same size dock?

I am having some soundings taken to determine the exact depth of the area in question in order to get a cross-section. I will send you a copy of the soundings as soon as I receive them.

I wish you would recheck your figures on the price. You did a hell of a lot of work and put in a beautiful dock for Van Camp for $110,000. I will send a copy of this letter to the Union Oil Company people. If you have a detailed breakdown on this to substantiate your costs I would appreciate it.

I am glad that you know where there is plenty of coral and weathered rock fill in the immediate area - you must have it camouflaged.

General Schmuck, from the Dillingham Corporation, was with me on the last trip, and he was impressed with the dock you had built for Van Camp.

Thanks a lot for the estimate, and I would appreciate a substantiation of the $400,000 price.

Yours very truly,

RAYMOND C. TURNBULL,
President

PLAINTIFF
EXHIBIT

U.S. 0136

Copy
Luckingham
11/24/64

WALKER-MOODY

Engineers • Contractors
Builders

CONSTRUCTION COMPANY, LTD.
2927 MOKUMOA STREET ★ TELEPHONE 933-781
HONOLULU, HAWAII

January 28, 1964

Mr. Raymond C. Turnbull, President
Pacific Coconut Processing Corporation
8530 Wilshire Boulevard
Suite 309
Beverly Hills, California

Dear Mr. Turnbull:

Thank you for your letter of January 22nd. The following comments are in reference to your request for more information concerning our estimate of $400,000.00 for your proposed dock and land reclamation project:

1. We estimate $225,000.00 for the fill in place. As this land is leased from the Government of American Samoa and its improvement would be to their eventual benefits we assumed their cooperation in our being able to remove the required material from nearby coral reefs or from other government controlled land. There is also a good shake rock at Aua which might be available.

2. We have estimated $175,000 for the pier. The Van Camp contract was finally completed at $148,230.00. The overall uniform loading on this structure was a minimum of 125 lbs. In some areas 250 lbs were allowed depending in adjacent bays. At any rate the design criteria was based "fish loads" and small Japanese fishing boats. We had a difficult time convincing the Governor and the G. A. S. Architect that this light loading should be allowed. I am sure that if any large commercial oilers or freighters were to use your dock its design would have to be based on more conventional live (500 PSF and up) and impact loads.

The writer will leave for Samoa on February 8th and will probably [redacted] there a week. I will take a look into the situation and will be able to make more accurate recommendations to you on my return. Please let me know if there is anything specific concerning tonnage and draft of vessels facility also if I have your permission to discuss the matter in a preliminary manner with the Public Works Director and Architect concerning their design requirements.

Sincerely,

WALKER-MOODY CONSTRUCTION CO., LTD.

By _____
Ross M. Moody

RMM/es

PLAINTIFF EXHIBIT
SDX NO. 137 FOR IDENT.
MARK GALANTY, C.S.R. #30.9

U0000137

January 29, 1964

Mr. Ross W. Moody
Walker-Moody Construction Company, Ltd.
2927 Mokumoa Street
Honolulu, Hawaii

Dear Ross:

Thank you for the breakdown. Please go ahead and discuss the matter with Harry Thrapp. I don't think its necessary to discuss it with Weiderholt, but thats up to you.

The tonnage of Prince Tungi's ship will approximate 2000-2600 tons and will not draw over 25 feet of water. I believe that this will be the largest ship that will tie to the dock, in that the present plans call for hauling in fuel from the Tafuna lagoon by the use of dracona. Any other ships using it would be of the fishing boat size.

I do not want any illusions of grandeur to rule in the dock design insofar as governmental suggestions are concerned. If they come up with an impossible spec, then tell them to put in their own damn pier.

It would be a simple matter for us to put a buoy on the outside of the dock and take a strain on the outboard side of the ship during any loading or unloading operations. This would relieve any stress caused by surge.

While in Samoa I requested from Aspinall the authority to have Ed Brunton take the soundings in order to draw a cross-section. I was informed by telegraph that Aspinall refused the request. I contacted Governor Lee in Washington and he approved the project, and I in turn wired Aspinall that Lee had approved. Maybe by the time you get there Brunton will have the figures ready - or maybe I'm just dreaming. Ask Brunton about it anyway.

Yours very truly,

RAYMOND C. TURNBULL,
President

WALKER-MOODY

Engineers • Contractors
Builders

CONSTRUCTION COMPANY, LTD.
2927 MOKUMOA STREET ★ TELEPHONE 692-781
HONOLULU, HAWAII

February 25, 1964

Mr. Raymond C. Turnbull, President
Pacific Coconut Processing Corporation
8530 Wilshire Boulevard
Suite 309
Beverly Hills, California

Dear Mr. Turnbull:

While in Samoa I had the opportunity to discuss the pier and land reclamation project you propose.

As you probably know G. A. S. is negotiating for the rental of a dredge to fill the area necessary for the new hotel. If this materializes, it would probably be wise to use the same operation to reclaim your area.

We are still interested in designing and constructing a pier adequate for your needs that is within your budget and still satisfactory to the G. A. S. Perhaps on your next trip to Samoa we could meet with you in Honolulu and discuss the matter in detail.

Sincerely,

WALKER-MOODY CONSTRUCTION CO., LTD.

By _____
Ross W. Moody

RWM/es

PLAINTIFF EXHIBIT
SDX NO. 139 FOR IDENTIFICATION
MARY SAUNDERS, C.S.R. 3003

February 28, 1964

MEMORANDUM

To: Ray Turnbull

From: Don Schmuck

Subject: Samoan Dredging

1. DREDGING

We have made several studies of methods to provide docking facilities at the proposed Tafuna Bay harbor. These rough estimates are an extension to the land reclamation costs quoted in my memorandum of February 17th. All costs are contingent upon confirmation of actual terrain and hydrographic conditions by engineering survey.

The least expensive, useful docking facility would consist of four dolphins plus a short pier section of timber adequate for cranes and trucks. With an alongside water depth of 35 feet and an elevation of 8 feet, such a dock would cost in the neighborhood of $200,000. Three of these docks would appear desirable to make use of the entire 85.5 acres.

At the other end of the scale from the rudimentary facility outlined above, would be prestressed concrete docks capable of supporting gantry cranes, each dock 400 feet long, and each costing about $500,000.

2. KAISER'S DREDGE

We have conducted a preliminary survey of the KAISER dredging plant and feel that we must run a detailed mechanical check before we can inform you whether this plant can be in operating condition in time to be loaded on 15 March. However, the first report indicates that it still has a lot of dredging life in it and appears to be in fair shape.

We will continue a detailed inspection of the plant and wire our recommendations to you in Samoa during the week. If our report is favorable, I would suggest that you stay in Honolulu long enough on your return to put together an agreement.

The crew for this plant would be 10 or 12 men including 3 or 4 Americans. However, to get full use of the dredge, around-the-clock operations are necessary - which means three 8-hour shifts with this many men in each shift. All this was contemplated in our estimate of monthly operating cost.

3. With regard to dredging and fill for the Rainmaker site in Pago Pago, with the present lack of information, the only practical way to handle this work is to negotiate an agreement on a cost plus basis, to be replaced by a guaranteed lump sum contract when the job can be properly estimated.

HAWAIIAN DREDGING & CONSTRUCTION CO.

D. M. Schmuck

DMS/mp

April 1, 1964

Governor H. Rex Lee
Pago Pago
American Samoa

Dear Governor:

Jasper Corporation advises they will join me in Honolulu for the April 12th flight to Samoa. I hope you will be in residence during their sojourn.

Our deshelling machine will be inspected by A.R.A. Engineer Schobinger either the 6th or 8th (next week) and I trust this will be the successful end of the longest loan application on record.

I had given a set of your hotel plans to Tom Nakao for the purpose of bidding all the concrete work, and I noticed the main building exclusion. Pete told me they weren't ready yet due to not getting a kitchen expert's approval. From my comparison of costs, you will save considerably both in money and despatch by using Tongans.

By now you have received our pretty colored picture of the lagoon. If the deal needs sweetening to get it underway, could you possibly dream up a format acceptable to you so I won't be embarrassed by not having a 20-acre site available for the lumber people?

Heard from Jim McGee and the answer from Union should be forthcoming by April 15th.

I talked to Fuimaono at Star Kist regarding the use of his land for a macadamia plantation. Fuimaono, as you probably know, went to University of Hawaii and is familiar with the macadamia potential. He is enthusiastic, not as an ignorant Samoan, but as a savant. The proposal, as always, has a few "ifs".

If the lumber people set up shop in Samoa, Fuimaono's lumber could be purchased and turned into a product usable in American Samoa. As timber was cut, we would complete clearing with new heavy machinery and start the planting of macadamias. The tree spacing would allow fast cash crops to be planted by the village. In addition, we could plant the same acreage to papaya and set up that crude enzyme collection plant for Adolf's Meat Tenderizer. I'm also having some tests run now to determine the feasibility of canning, freezing or powdering the remaining edible flesh of papaya. We might have another business started in that development. Anyway, Fuimaono's village would prosper from the sale of timber, would have their own land cleared

0000511

for planting, and would have an interest in the macadamia production. The costs of this enterprise would be carried by a co-venturer of mine from Honolulu. It is my understanding that the proposal should be reduced to writing and tentatively agreed to between parties, and then made subject to your disapproval. I will get an agreement from Fuimaono and submit it your office next trip.

I asked John Samia to draw up some ideas on where a swimming pool should go for the high school. I would like to work out a deal to get a stateside olympic pool constructed so those kids can build a real competitive team for the next South Pacific Games. I talked to the successors of Paddock Pools and they will furnish the filter equipment, plaster and supervision required for a first-class job. I have to find out now whether your gunite equipment is usable, whether you have steel and a digging machine. I thought I'd bug Star Kist, Van Camp and American Can to join us in the operation.

Are any of the capital ships of your present Navy available for the lumber trip to Savaii? I understand your "Hugh M. Smith" has a pine tree growing up the bottom or might as well have.

Yours very truly,

RAYMOND C. TURNBULL,
President

0000512

CABLE SENT 5/26/64

ATTORNEY GENERAL
GOVERNMENT OF AMERICAN SAMOA
PAGO PAGO
AMERICAN SAMOA VIA RCA

PRINCE TUNGI AND TOM NAKAO APRIVING PAGO JUNE 11 CAN YOU ARRANGE VISAS IN PAGO FOR ONE WEEK BUSINESS MEETING HONOLULU STARTING JUNE 15 ADVISE

TURNBULL

0000515

ATTORNEY GENERAL
GOVERNMENT AMERICAN SAMOA
PAGO PAGO

PRINCE TUNGI AND TOM NAKAO
ARRIVING PAGO JUNE 11
CAN YOU ARRANGE VISAS IN
PAGO FOR ONE WEEK BUSINESS
MEETING HONOLULU STARTING JUNE 15
ADVISE - TURNBULL

0000516

June 5, 1964

Mr. Paul Gallien
Asiatic Petroleum Corp.
1 Rockerfeller Plaza
New York City 20, New York

Dear Mr. Gallien:

I am enclosing herewith some statistics pulled out of a survey made by another company desiring to enter the petroleum competition in the South Pacific.

We want some competition to Standard Oil Company of California in American Samoa in diesel, kerosene, motor gasoline, light bunker fuel and aviation gasoline.

I have your C.I.F. prices into Fiji, New Caledonia, Western Samoa and New Guinea. You could compete easily with Socal in all products, and there are other incentives that I would care only to discuss in the event an educated interest was evidenced by your company.

Location of facilities, deep water frontage, our interest in investment, and all other phases can be discussed if there is an initial interest.

Yours very truly,

RAYMOND C. TURNBULL,
President

Enclosure

SDX 0004693

WESTERN UNION
TELEGRAM
W. P. MARSHALL, President

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = International Letter Telegram

223P PDT JUN 12 64 LA261 PC280
RSA023 DL PD RS NEW YORK NY 12 338P EDT
RAYMOND C TURNBULL PACIFIC COCONUT PROCESSING CORP
8530 WILSHIRE BLVD SUITE 309 BEVERLY HILLS CALIF
ON TANKER LOAD OF ABOUT 15,500 LONGTONS CONSISTING 3 OR 4 GRADES NET CURRENT PRICE CIF PAGO PAGO IN CENTS PER U.S. GALLON FOLLOWS
MOGAS 93 OCTANE 10.80
MOGAS 83 OCTANE 8.50
KEROSENE 11.55
HIGHSPEED DIESEL 53/57 INDES 9.65 ~~10~~ 9.75 Fletcher
INDUSTRIAL DIESEL OR NO 4 FUEL 9.15
BUNKER C FUEL OIL 6.42
EXTRA SHIPPING COST ON 2500 TON TANKER AT LEAST .25 CENTS PER GALLON HIGHER
SUMMIT J T SHAW

WESTERN UNION
TELEGRAM
W. P. MARSHALL, President

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = International Letter Telegram

AIN 15.500 3 4 93 10.80 83 8.50 11.55 53/57 9.65 4 9.15 6.42 2500 .25.
ALSO 4 .

SDX EXHIBIT NO. 159 FOR IDENT
MARK GALANTY, CLERK

UUUU159

CABLE SENT 7/16/64

MR. WALKER

SHELL AUSTRALIA

MELBOURNE VIA RCA

CAN YOU MEET ME IN PAGO PAGO WEEK OF JULY 27

TURNBULL

SDX 0004765

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

901A PDT JUL 20 64 LB057
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1552
TURNBULL PACIFIC COCONUT PROCESSING
(DLR) 655-5761 8530 WILSHIRE BLVD SUITE 309 BEVERLY HILLS
CALIF
YOURS 16/7 REGRET EARLIEST CAN ARRIVE AUGUST 2ND LEAVING AUGUST
4TH ALTERNATIVELY MANAGER AT SUVA CAN VISIT JULY 27TH TO 29TH
STOP PLEASE ADVISE URGENTLY YOUR PREFERENCE
WALKER

16/7 2 4 27 29
(59).

Telephone No.
Telephoned To Lm
Time 10:30A
By mm To Be Mld

SDX 0004764

156

CABLE RECEIVED 7/20/64

R.C. TURNBULL
BEVERLY HILLS, CALIF.

YOURS 16/7 REGRET EARLIEST CAN ARRIVE AUGUST 2 LEAVING AUGUST 4 ALTERNATIVELY MANAGER AT SUVA CAN VISIT JULY 27 TO 29 STOP PLEASE ADVISE URGENTLY YOUR PREFERENCE

WALKER, MELBOURNE AUSTRALIA

~~Reply~~ Walker Shell Melbourne ==
~~Yours Suva Manager~~
~~Will meet Yours Suva Manager~~ .
Will meet with your Suva manager
July 28.
Turnbull

SDS 165

00001B5

157

CABLE SENT 7/22/64

WALKER
SHELL
MELBOURNE AUSTRALIA VIA RCA

WILL MEET WITH YOUR SUVA MANAGER JULY 28

TURNBULL

SDS 177

00001B8

CABLE SENT 7/22/64

GOVERNOR REX LEE
PAGO PAGO
AMERICAN SAMOA VIA RCA

ONE REPRESENTATIVE IN PAGO 27TH OTHER ADVISED CAN'T COMPETE

TURNBULL

P. INTIPE EXHIB.
STP. NO. 169 FOR IDENT
MARK GALANTY, C.S.R. # 1019

0000169

Gov. Lee

~~One representative~~ in Pago 27th - ~~Another~~ other
Advised C.ant c.ompete.
Turnbull

0000526

EBP/EMP. SHELL HOUSE
SUVA.

31st July 1964.

E.B. PITTS.

Dear Ray,

As promised I attach hereto copy of thd Government specifications and prices of petroleum products purchased from Socal.

2. Due to an oversight on our part we did not note that this list failed to set out quantities purchased for the last twelve months, which of course is a most important factor in our assessament. I therefore cabled our Agents, Burns Philp (S.S.) Co. Ltd., asking them to contact you in an endevour to obtain this information.

3. You will be pleased to know that Jim Marsh arrived home in Suva intact, although mighty sick. He is no longer intact having had is appendix removed yesterday morning, but is progressing satisfactorily after the operation.

4. I would like to thank you on both Jim's and my behalf for your very considerable assistance in paving the way for us and opening many doors that would have taken us a great deal more time to pen without your help.

5. Hoping to renew our acquaintance in the near future.

Yours sincerely,

Brian Pitts.

Mr. Raymond C. Turnbull,
Pacific Cocoanut Processing Corp.,
8530 Wilshire Bvde.,
Beverley Hills,
California, U.S.A.

SDX 0004762

SUVA

31st July 1964.

EBP/EMP.

The Government of American Samoa,
PAGO PAGO AMERICAN SAMOA.

Dear Sirs,

General Supply Division.

On Monday 27th July 1964, our Mr. E.B. Pitts and J.B. Marsh had discussions with your Mr. Joe Sareen, following advice from Governor Lee concerning Government purchases of petroleum products.

2. Mr. Sareen was good enough to provide our representatives with product specifications and prices at which these products were purchased from the existing supplier.

3. It was intended, with the agreement of Governor Lee, that this list include quantities purchased for the period July 1963 - June 1964 and it is probable that we did not make ourselves clear to Mr. Sareen that this information formed a vital part in our survey.

4. We therefore cabled our Agents, Messrs Burns Philp (S.S.) Co. Ltd, requesting them to contact you through Mr. Raymond Turnbull, to obtain this information.

5. We would like to take this opportunity of thanking you for the co-operation given by your Government to our representatives.

Yours faithfully,
SHELL COMPANY (PACIFIC ISLANDS) LIMITED

(E.B. PITTS)
District Manager - South West Pacific Area.

M.O.O.
c.c. Mr. R. Turnbull.

SDX 0004763

August 4, 1964

Mr. Brian Pitts
Shell Company
(Pacific Islands, Ltd.)
Suva, Fiji

Dear Brian:

Thank you for your letter of July 31. Burns-Philp advised me of your wire requesting the quantities of petroleum products purchased by the government. Within the time left to me in Samoa, the government was unable to furnish this information. I will also write Mr. Screen and request that this information be sent you to follow up your letter to the General Supply Division.

I am sorry Jim was sick, but if he tours the Islands on business, it is much safer to tour without grumbling appendix.

It was a great pleasure meeting both you and Jim, and if there is anything I can do for you please call on me.

Yours very truly,

RAYMOND C. TURNBULL,
President

SDX 0004760

AIR MAIL

Mr. Raymond C. Turnbull,
Pacific Coconut Processing Corp.,
8530 Wilshire Bvde.,
Beveryley Hills,
California, U.S.A.

IF UNCLAIMED IN 21 DAYS, RETURN TO
SHELL COMPANY (PACIFIC ISLANDS) LIMITED,
BURNS, PHILP (SOUTH SEA) COMPANY LTD., AGENTS

SDX 0004761

August 13, 1964

Mr. John R. Malone
Manager
Business Development Department
Dillingham Corporation
Box 3468
Honolulu, Hawaii 96801

Dear John:

Thank you for your letter of August 7, 1964 regarding Bank of Hawaii financing and matters Samoan. Sorry I missed your call on Friday, however 4:55 your time is 7:55 our time and I left the office at 5:30.

Your last paragraph was unclear to me, but following out the figures and costs of creating 85 acres in Samoa, I come out with the following costs of the total land reclamation which appear to be safe figures:

1. $1,512,000 - 2,800,000 cubic yards of fill @ 54¢/yard
2. $ 60,000 - Mobilization one way dredge
3. $ 30,000 - Insurance one way dredge
4. $ 720,000 - 1200 foot dock @ $600/linear foot

$2,322,000

If Dillingham were to receive the above costs out of first monies and 40% of the above costs, or $728,000, then it would appear to be a fair return on the investment.

I cannot measure a 30% or 40% return on investment capital after taxes not knowing your tax figure. Don Schmuck had previously suggested that a new company, possibly Samoan, be formed to handle this land reclamation project. Lessees acceptable to you would commit themselves to the company. The cost of the project, without embellishment or increased charges against the project, would be drawn out of the company first by Dillingham. When the actual out-of-pocket costs had been recovered by Dillingham, than a further designated percentage would be drawn by Dillingham. The balance would remain in the company.

August 13, 1964

I am assuming that your reference to donating the dredge to the Samoan government would follow the completion of the land reclamation project so as not to become involved in the demobilization and return of the dredge to Honolulu.

I have tried out figures using $75,000 a month operating expenses of the dredge - plus the mobilization, insurance and dock construction costs - and these figures are less than the ones used hereinabove. As a matter of interest, please be advised as follows:

1. Western Samoa, who purchased a brand new small dredge for $200,000 from the East Coast, is producing and depositing 300 yards per hour. Merritt, Chapman & Scott and Tecon Corporation from Dallas are operating the dredge, and their costs of operating at the present time, not counting amortization, mobilization or heavy maintenance, but including the labor and fuel, is running 9¢ per cubic yard.

2. Governor Lee has reclaimed 5-1/4 acres for his hotel site. His costs, including the rip rap, were the equivalent of $1.00 per yard or a total of $90,000 for 90,000 yards. This fill was obtained by the use of a clam shell outside of the bay area and the material was trucked in along with the rip rap which was hauled from 10 miles away.

3. If I obtain written commitments from strong tenants, the land reclamation becomes bankable in that the strength of the proposed tenants will assure bank financing on the work to be performed.

All of the foregoing is projected in order to clarify the potential of this proposed project. The present commitment I have for 30 acres, even at $1.50 per square foot, is only $362,300 shy of the total cost.

I will contact you on my next trip over.

Yours very truly,

RAYMOND C. TURNBULL,
President

PACIFIC COCONUT PROCESSING CORPORATION

H.R.H. PRINCE TUNGI
RAYMOND C. TURNBULL
S.T. NAKAO
WILLIAM B. HAUGHTON
ROBERT D. WERNER

8530 WILSHIRE BOULEVARD, SUITE 300
BEVERLY HILLS, CALIFORNIA
TELEPHONE: OLEANDER 5-5761
PAGO PAGO, TUTUILA, AMERICAN SAMOA

October 26, 1964

Ross Moody
Walker-Moody Construction Co, Ltd.
2927 Mokumoa
Honolulu, Hawaii

Dear Ross:

I am enclosing herewith the arrangement I would like to have on the Pago Plant.

I want to tie in at the old build[illegible] inches of Prince Tungi's ship will be lined up with [illegible] so we can unload coconuts. The 374/2 foot [illegible] that point fairly well lines up with [illegible] I don't know whether it is necessary to continue [illegible] same width towards the marine rail[illegible] I know that we will be taking a 12,000 ton tanker alongside two or three times a year. We will also be taking Tungi's new ship alongside but its only a 2800 tonner. The little finger pier at the end is to bring lines under so that the petroleum products can be pumped from the tanker ashore.

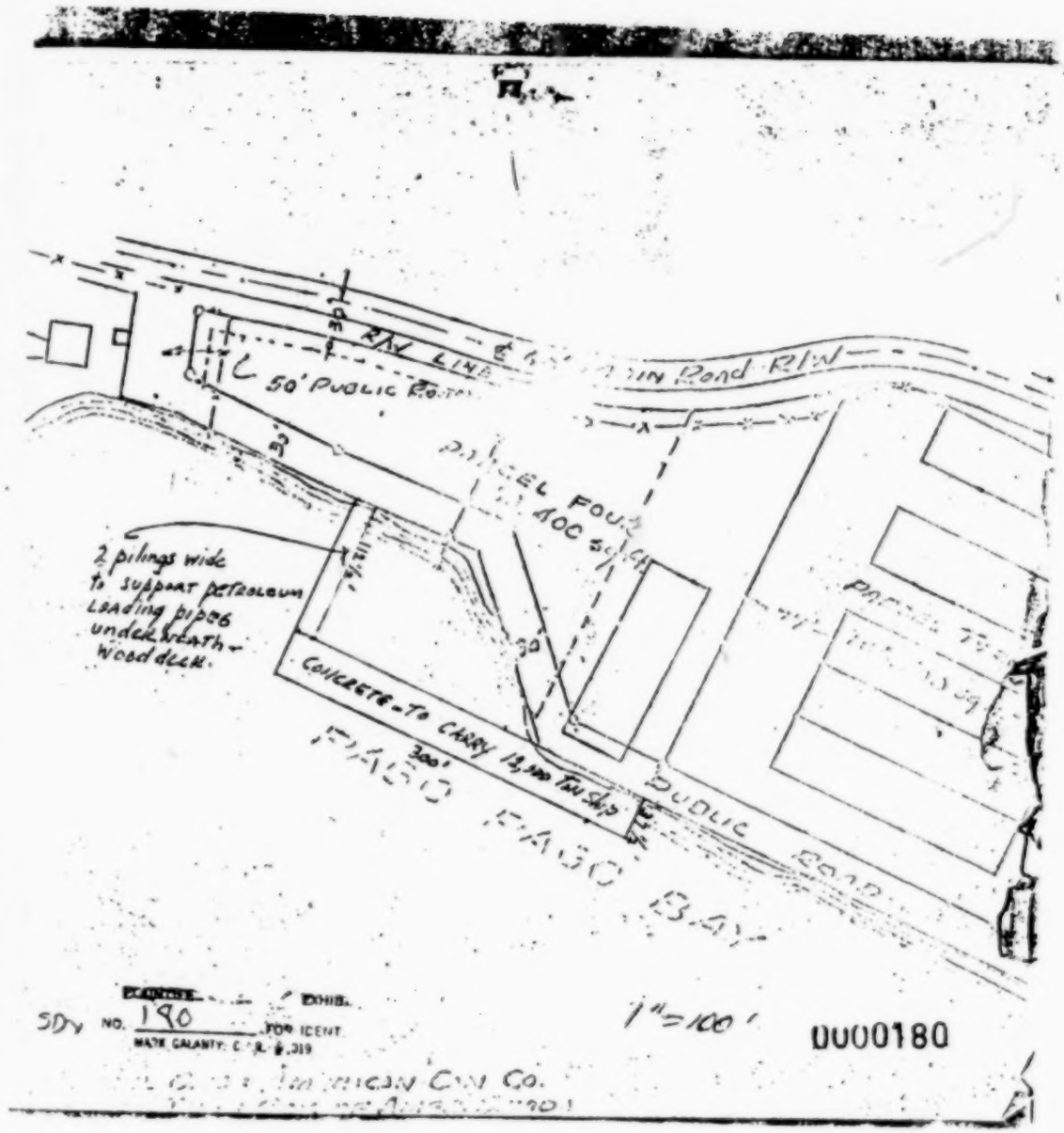
Now that we are ready to do something can you give [illegible] layout the sharp pencil treatment and let me know what it will cost us and how fast you could get on it and complete it?

Regards,

Ray

PLAINTIFF'S EXHIB.
SDX NO. 179 FOR IDENT.
MARK GALANTY, C.S.R. #3.9

UU00179



PLAINTIFF'S EXHIB.
SDX NO. 190 FOR IDENT.
MARK GALANTY, C.S.R. #3.9

UU00180

WALKER - MOODY

Engineers • Contractors
Builders

CONSTRUCTION COMPANY, LTD.
2927 MOKUMOA STREET ★ TELEPHONE 893-781
HONOLULU, HAWAII

October 30, 1964

Mr. Raymond C. Turnbull, President
Pacific Coconut Processing Corporation
8530 Wilshire Blvd., Suite 309
Beverly Hills, California

Dear Mr. Turnbull:

Thank you for your letter of the 26th concerning your proposed pier.

The pier you suggest would be difficult and expensive to build in Samoa for a 12,000 ton tanker--especially if the Government of American Samoa insists upon applying design requirements comporable to standard U. S. facilities. The impact and surge of a vessel of that size would require extensive batter piling which requires equipment not available there. I would suggest that when it is necessary to take the larger vessels alongside that they be "held off". This is an accepted practice, in fact, it is common practice now to handle liquid cargos through submarine hoses anchored to buoys "in the stream" thus eliminating completly necessity for any docking facilities. (ie. Standard Oil, Barber's Point offshore bulk fuel facilities and Haw'n Electric, Waiau Plant's bulk fuel unloading is Pearl Harbor.)

I would recommend this course of action in view of the proposed infrequent use by the heavy vessel. This would allow us to desig. a pier within our present capabilities in Samoa to build.

Assuming the above is acceptable to you, I am enclosing a sketch which I feel would be a realistic solution to the problem. I assume you some day intend to fill and make use of the land behind the pier. In Phase 2 of my sketch I would propose that this be done before building the second 150' of pier which would allow us to not only construct the pier from land but would also permit our designer to use the newly created land for lateral farce anchorage.

May we have your thoughts on the above before we proceed further.

Aloha,

WALKER-MOODY CONSTRUCTION CO., LTD.

By _____
Ross W. Moody

RWM/es
Encl Sky

PLAINTIFF EXH. NO. K-2 DEFENDANT
MARK GALANTY, CSR

UUUU182

PACIFIC COCONUT PROCESSING CORPORATION

H.R.H. Prince Tuboi
Chairman of the Board
Raymond C. Turnbull
President
S.T. Nakao
Vice President
Reese H. Taylor, Jr.
Secretary-Treasurer

Executive Offices
8530 Wilshire Boulevard, Suite 309
Beverly Hills, California
Telephone: OLeander 5-5761
General Office and Plant
Pago Pago, Tutuila, American Samoa

Ross W. Moody
Walker-Moody Construction Co., LTD.
2927 Mokumoa Street
Honolulu, Hawaii

November 11, 1964

Dear Ross:

I liked your ideas and layout and the job should be figured along those lines.

Part of the whole deal is putting these tanks up on the hill behind the old powerhouse. There is going to be one hell of an excavation job needed to hold the tanks and I planned that all the dirt and rock would go into the water. Are you figuring that your increment No. 1 will require fill? I hope so because we are going to have a lot of it.

I am going to use Chicago Bridge & Iron to erect the tanks. As you know they are putting in the water tanks and lines for the government on contract. My tankage will be 4,200,000 gallons or 100,000 bbls. To hold those tanks will require at least an eighty foot shelf. If I cut from the powerhouse towards the hill each foot will mean a lot of dirt. All of that must go into the bay.

Would appreciate the cost of your increment #1. If you need dirt just tell me without including it in the cost. If we use your outfit in Samoa to move the dirt that can be an extra cost.

Yours very truly,

Raymond C. Turnbull

Sky

PLAINTIFF EXH. NO. K-3 DEFENDANT

UUUU188

PACIFIC COCONUT PROCESSING CORPORATION

H R H Prince Tupoi
Chairman of the Board
Raymond C. Turnbull
President
S T Nakao
Vice President
Burke H. Taylor, Jr.
Sec. Treasurer

Executive Offices
9530 Villabin Boulevard, Suite 309
Beverly Hills, California
Telephone: OLeander 5-5781
General Office and Plant
Pago Pago, Tutuila, American Samoa

Governor H. Rex Lee
Pago Pago, American Samoa

April 7, 1965

Dear Governor:

A complete terminal facility will be put into Pago Harbor, subject to engineering studies and preliminary understanding, wherein diesel fuel will be delivered to your powerhouse, Starkist, Van Camp and the fishing fleet at the price of 11.85¢ per gallon. The specifications of the fuels will be equal to SOCO specs and will mean cleaner fuel to the fleet.

The following represents the general proposal and the points requiring understanding and agreement:

TANK SITE LOCATION
Subject to engineering and feasibility the site will include the old powerhouse and such adjacent government owned land required to hold tankage in a minimum of 4,350,000 gallons. For that part of the land presently under lease to GAS, the corporation will continue the same rental consideration as presently paid by GAS.

SITE PREPARATION
It is proposed that the demolition of the powerhouse and any required excavation work be undertaken at government expense, using the seaward side of PCPC as the dumping area.

SITE CONSIDERATION
It is proposed that the cost of the tank facility and installation be the consideration for the use of the site on the basis of $1,000. per month rental paydown. After payout of the facility the tanks would accrue to the government and the company would have use of the tanks at a negotiated rental.

SERVICES
A pipeline will be laid to the GAS powerhouse on tering system, the costs to be borne by the company.
A concrete dock will be installed running 150'west m the Starkist-PCPC boundary line, ch dock to facilitate unload to PCPC and the fueling of the fishing fleet. A second 150' of dc will be added within two years.
Fueling buoys will be placed in the harbor and underwater fueling connections attached thereto. The fuel will be piped underground to the tank batteries on the hill and the end users will be supplied with gravity flow.

PROJECT COST
Total project cost will be $500,000. including dock, pipelines, tanks, pumps, buoys.

PLAINTIFF'S EXHIB. NO. 216 FOR IDENT. FOR EVID.

CONTRACT REQUIREMENTS
The government, Starkist, Van Camp and the fishing companies will be required to contract, in advance, for their fuel in order to justify and protect the investment against SOCO machinations. Both Starkist and Van Camp have been advised of the new fuel rate and they are considering the proposal.

GENERAL
An American Samoa corporation, entitled to the benefits of the Industrial Incentive Act, will be formed to handle the petroleum project and the control and full stock issue will be held by the investor during the payout period.
A letter agreement leading to a more formalized contract will be acceptable from fuel users prior to corporate expenditures.
The foregoing has been principally concerned with diesel fuel however, requirements in aviation and motor gasoline are included in the overall service. The remote possibility of relieving SOCO from their JP4 contract with PAA has also been taken into consideration and this fuel is available at low prices.

The operation can get underway at your convenience and upon your command.

Yours very truly,

Raymond C. Turnbull

PLAINTIFF'S EXHIB. NO. 217 FOR IDENT. FOR EVID.

TIDEWATER DEVELOPMENT CORPORATION

9880 WILSHIRE BOULEVARD
SUITE 909
BEVERLY HILLS, CALIFORNIA

April 21, 1965

Mr. John R. Malone
Dillingham Corporation
Box 3468, Honolulu 1, Hawaii

Dear John:

Enclosed herewith you will find correspondence to Governor Rex Lee and Starkist Foods, Inc., price differential between Standard Oil Co. and our proposed prices in Pago Pago, bids on both the tanks from Chicago Bridge & Iron Co. and the dock from Walker-Moody and a letter from our supplier covering the jet fuel price CIF Pago Pago.

The Governor is determined to break Standard's monopoly in Samoa and towards this end he will enter into long term contracts for all petroleum requirements used by the government. I have proposed to furnish his requirements providing Starkist, Van Camp, American Can and the fishing fleet representatives agree, by contract, to enter into a long term agreement, for the purpose of guaranteeing the investment. All parties agree that such a guarantee is reasonable and prudent in order to circumvent any machinations by Standard Oil Co.

The total investment will be $500,000.00, of which $220,000. will be allocated to 110,000 barrel tankage, $95,000. to the dock construction, $100,000. to pipelines, fueling buoys, pumps etc., and $85,000. for contingencies. These figures have been concurred with by our supplier, Summit Industrial Corporation.

The payout of the investment has been geared to the sale of diesel fuel alone although the other products can bear a larger return towards towards payout. The formula for diesel is:

9.00¢ CIF Pago Pago
1.25¢ Payout of investment
1.60¢ Terminal throughput & profit
11.85¢ gallon to the consume

There are presently 75 fishing boats operating out of Pago Pago on contract to the fish companies. Each boat makes 7-8 trips per year, using 12,000 gallons of fuel per trip. The Government powerhouse alone uses in excess of three million gallons per year. Starkist will increase their fleet by another 2, boats before the end of the year. Van Camp also intends to increase their fleet. The Kingdom of Tonga has agreed to purchase their country's requirements from us and will also fuel their three large diesel-powered ships at our facility in Pago.

The Governor has requested me to furnish him a price on JP-1A jet fuel and I gave him a price of 15.50¢ per gallon, FOB our tankside. The formula for jet fuel is:

11.50 CIF Pago Pago
2.00 Payout on investment
2.00 Terminal throughput and profit
15.50¢ per gallon

SDX0004708

From the penultimate paragraph of the Summit Industrial Corporation letter you will see even adding 1.25¢ per gallon to our 15.50¢ would leave better than a five cent spread between our price and Stardard. I can only assume from the Governor's request that both he and PanAm would like to relieve Standard from the fueling chores at the airport. In excess of 3,500,000 gallons of jet fuel is used with the present one trip per week. It has been indicated that more than one trip per week is contemplated. The possibilities are good that we can succeed to that operation.

The foregoing information and the enclosures are presented to you for consideration as an investment en toto or as a partial investment amounting to $250,000. wherein the supplier would match dollars. It is proposed that your company's interest would cease after you had recovered three times your investment. It is also proposed that a new American Samoa corporation be formed to handle this project and that all stock be held by the investors until they have recovered their investment. Offices and storage space will be furnished free by Pacific Coconut Processing Corporation, as will the easements and access routes.

In summation, we have a minimum of 1.25¢ per gallon payout on diesel fuel in excess of 10,000,000 gallons per year - or a four year payout. This payout will be accelerated by 2¢ per gallon on Kerosene, motor gasoline and aviation gasoline, with the possibility of furnishing seven million gallons of jet fuel with the 2¢ per gallon towards payout.

Yours very truly,

Raymond C. Turnbull

SDX 0004709

PACIFIC COCONUT PROCESSING CORPORATION

H R H PRINCE TUBOU
CHAIRMAN OF THE BOARD
RAYMOND C. TURNBULL
PRESIDENT
S T NARAO
VICE PRESIDENT
WILLIAM B. HAUGHTON
SECRETARY
ROBERT D. WEESNER
TREASURER

EXECUTIVE OFFICES
8530 WILSHIRE BOULEVARD, SUITE 309
BEVERLY HILLS, CALIFORNIA
TELEPHONE: OLEANDER 5-3761
GENERAL OFFICE AND PLANT
PAGO PAGO, TUTUILA, AMERICAN SAMOA

June 15, 1965

Mr. J.T. Shaw
Summit Industrial Corporation
120 Wall Street
New York City, New York

Dear Mr. Shaw:

I decided to wait until the air cleared up on the Governor's ideas before contacting you. The following is my understanding of the steps the Governor expects to take:

1. He plans to get his own financing for the tank batteries and allied pipelines and equipment and put it all through his own government dominated corporation called The Samoan Development Corporation. He will then want to make a deal to have the oil delivered to Pago into his tank batteries. As you know, I had contacted over two years ago Asiatic, Mobil, Shell Australia etc, for the purpose of determining their interest in coming into Samoa. Unoco even took a good look at the picture - and it was from my friendship with Jim McGee that led me to your organization. Evidently, my proposal to Governor Lee, dated April 7, 1965, put the thought in his head that the ownership of the actual facilities would pay out handsomely and eventually accrue to the benefits of the [illegible]kholders of Samoan Development Corporation.

My friends at S[illegible]kist and Van Camp have ac[illegible]me that they have exhausted every pos[illegible] obtaining fuel an[illegible] the other majors will not compete [illegible] Oil Co. From my [illegible]tions and price discussions with [illegible]am assuming that [illegible]es advanced by you are the best [illegible]. He seemed especially [illegible]eased at your JP 1A ex-tank-tru[illegible]

I propose to [illegible] with your concurrence, prices for all the products (fuel) th[illegible]vernor requires subject to T-2 Tanker deliveries and a CIF Pago Pago [illegible]e. I also propose that an additional 1/2¢ per gallon be added [illegible]he price of diesel, JP 1A, gasoline and kerosene but not including any [illegible]ubes, and that you and I split the 1/2¢ per gallon equally. [illegible] the negotiating with [illegible]overnment of American Samoa on behalf of Summit or whichever comp[illegible]n use, and you will supply me with the accurate price list up to [illegible] at the time negotiations commence.

Would you please let me have your comments on the foregoing and whether or not you can concur with the proposal.

PLAINTIFF EXHIB. NO. 224 FOR IDENT. MAR GALANTY, U.S.D.J.

Yours very truly,

Raymond C. Turnbull

UUUU224

SUMMIT INDUSTRIAL CORPORATION

120 WALL STREET
NEW YORK, N.Y. 10005

CABLE ADDRESS SUMITIND

TELEPHONE WHITEHALL 4-7491

June 16th, 1965

Mr. Raymond C. Turnbull
Pacific Coconut Processing Corporation
8530 Wilshire Boulevard, Suite 309
Beverly Hills, California

Dear Mr. Turnbull:

We wish to thank you for your letter of June 15th, 1965 with the enclosure. Mr. Shaw is now in Bangkok. The letter is being forwarded to him and we trust that you will receive a direct reply from him.

In the meantime, if there is anything that we can do to be of service to you, please do not hesitate to contact the writer.

Yours very truly,

SUMMIT INDUSTRIAL CORPORATION

C. P. YOUNG

CPY:gl
CC: Mr. J. T. Shaw
Summit Industrial Corp.(Panama)
Sibunruang Building
283 Silom Road
Bangkok, Thailand

PLAINTIFF EXHIB. NO. 226 FOR IDENT. MAR GALANTY, U.S.D.J.

UUUU226

SUMMIT INDUSTRIAL CORPORATION (PANAMA)
BANGKOK OFFICE

NEW YORK OFFICE:
SUITE 618
120 WALL STREET
NEW YORK 5, NEW YORK
TEL: WH 4-7400

2ND FLOOR SIBUNRUANG BUILDING, 693 SILOM ROAD,
BANGKOK, THAILAND.
CABLE ADDRESS:
"SUMITIND BANGKOK"
TELEPHONE:
36740, 35248, 37091, 37092 & 35434

PANAMA OFFICE:
ARCIA BUILDING
JAEN Y ARONEMENA A
ECUADOR AVEN.
P.O. BOX 6907
PANAMA, R. OF P.

June 25, 1965

Mr. Raymond C. Turnbull
Pacific Coconut Processing Corporation
8520 Wilshire Boulevard, Suite 309
Beverly Hills, California

Dear Mr. Turnbull:

I received your letter of June 15, 1965 through my New York office. I am pleased to inform you that I agree to your proposal.

Under this new arrangement, we shall deliver oil CIF to the storage tanks provided by The Samoan Development Corporation. Please negotiate with the Governor basing on the prices which I gave to you previously and plus 1/2 cent mark-up as you suggested. If there is any further adjustment needed on the price, kindly cable me care of "SUMITIND BANGKOK" before July 4th for confirmation. Or, you can always channel your message through my New York office.

Very truly yours,

SUMMIT INDUSTRIAL CORPORATION (PANAMA)

J. T. Shaw

J/ T. Shaw

JTS:ub
cc: New York Office

PLAINTIFF EXHIB.
SDX NO. 327
MARK GRANTED

UUUU227

TIDEWATER DEVELOPMENT CORPORATION

8920 WILSHIRE BOULEVARD
SUITE 309
BEVERLY HILLS, CALIFORNIA
TELEPHONE 652-3760

Mr. Brian Pitts
Shell Co. (Pacific Islands Ltd.)
Suva, Fiji

July 12, 1965

Dear Brian:

It has been a year since we corresponded regarding the possible entry of your company into Pago Pago, American Samoa.

It is my understanding, and rather sketchily so, that Shell may be considering an entry into Pago Pago providing they can obtain the products at an attractive price.

I am fully aware that oil companies usually peddle their own products but sometimes expediency may change their format. In the event your company is interested in purchasing JP-1A jet fuel, diesel, mogas and kerosene, I would like to quote you a price, the delivery either to be CIF Pago Pago in T-2 tankers or FOB your tankers within your area of operations.

The offer is not an idle one, the products meeting the best specification and the source responsible. I am also aware of the closeness of price structures and believe the prices I can submit [illegible] attractive.

If my under[illegible] is obviously interesting and if your [illegible] marketing prospect, please contact [illegible] at the above address.

Turnbull
[illegible]way Drive
Los Angeles 69, California

Please convey best regards to [illegible]m Marsh, also my best wishes to you.

Yours very truly,

Raymond C. Turnbull

SDX 0004759

PAGO DEVELOPMENT, INC.

PAGO PAGO, AMERICAN SAMOA

Mr. J.T. Shaw, President
Summit Industrial Corporation
120 Wall Street
New York, N.Y. 10005

July 30, 1965

Dear Mr. Shaw:

I am enclosing herewith a breakdown on the petroleum products showing the real CIF prices plus the additional markup to be divided between us. If they are acceptable to you would you please write a letter on your stationery and offer to deliver the products at the following CIF prices:

JP-1A	13.50¢
L. Diesel	9.65
M. Diesel	9.50
Kerosene	13.55
93 Mogas	12.80¢

Make it subject to the T-2 Tanker delivery and also to the posted price you choose.

Please Address the letter to the Summit Oil Corporation, 14400 E. Firestone Blvd., La Mirada, California, Mr. William McCook, President. Please mail it to me however, at my new office at 8756 Holloway Drive, Los Angeles 69, California.

I plan to have Summi rpora as urchaser from you and seller to Government fish mpanies. Summit Oil will put in the docks, tank: ties with an investment of $500,000. Bill McCook, a friend a banking family already has a shell California corporation and will change the name to Summit Oil if you have no objections to that corporate ing business in American Samoa. I thought that name would b late in the event new modern service stations were included in the ming. It also lends continuity to the whole picture.

The Tonga people that have stock control of Pacific Coconut, will act as operator, furnish services and personnel and equipment. The offices of PCPC are alc ne area for th w dock and across the street from the propose battery. They a lot to gain, using the new dock, having free offices and directly ed in with an operation that can cut their Kingdom's fuel bill in half

Call me at my new office number 212-6524783 if there are any points for discuss ons.

Yours very truly,
Raymond C. Turnbull
Raymond C. Turnbull

UUUU229

SDY NO 229 FOR IDENT.

BREAKDOWN OF PETROLEUM PRODUCT COST INTO AMERICAN SAMOA

JP-1A - Based on 7,000,000 gallons per year

		Shaw	RCT	Operator	Tank Investor
11.50¢	CIF				
2.00	Profit	$70,000.	70,000		
1.50	Tank Investor				$ 105,000
.50	Operator			$35,000.	
1.50	Servicing PAA			105,000.	
17.00¢	per gal to PAA				

Light Diesel - Based on 4,000,000 gallons per year to Government

9.15¢	CIF				
.50	Profit	$25,000.	25,000.		
1 25	Tank Investor				125,000.
.50	Operator			50,000.	
11.40¢	per gal. to Government				

Marine Diesel - Based on 6,000,000 gallons per year - fishing fleet.

9.00	CIF				
.50	Profit	15,000.	15,000.		
1.25	Tank Investor				90,000.
.50	Operator			30,000.	
11.25¢	per gal. to fishing fleet.				

Pearl Kerosene - Based on 300,000 gallons [illegible] year

11.55	CIF				
2.00	Profit				
2.00	Tank Investor				6,000.
1.50	Operator			4,500.	
17.05¢	per gallon.				

Motor Gasoline - [illegible] or [illegible],000 gal. year

[illegible]	80 CIF				
	.00 Profit		6,000.		
	2.00 Tank Investor				12,000.
	1.50 Operator			9,000.	
16.30¢	per gallon	$119,000.	119,000	~~$119,000.~~ 238,500	$338,000

NOTE:
Profit, as ind [illegible] vided equal ween Mr. Shaw and Turnbull.
NOTE: Total p. [illegible]

7	JP-1A
4,00	Light Diesel
6,0	Marine Diesel
6 [illegible]	allons Motor Gasoline
[illegible]	00 gallons Kerosene
17,[illegible]	000 gallons total

itary contract [illegible] et fuel and Kingdom of Tonga contract not figured above computation.

PLAINTIFF EXHIBIT NO 323 FOR IDENT. SDY

UUUU323

OCEANIC PETROLEUM CORPORATION
ARCIA BUILDING
JUSTO AROSEMENA AND ECUADOR AVENUES
P. O. BOX 6307
PANAMA, REPUBLIC OF PANAMA

PLEASE REPLY TO:
NEW YORK REPRESENTATIVE
SUITE 818
120 WALL STREET
NEW YORK 5, NEW YORK
TEL: WH 4-7490

August 4, 1965

Mr. William McCook
14400 E. Firestone Boulevard
La Mirada, California

Dear Mr. McCook:

We are pleased to offer to deliver to your terminal at Pago Pago, American Samoa, petroleum products in bulk at the following CIF prices:

JP-1A	13.50 cents/U.S. gallon
High Speed Diesel (53/57 D.I.)	9.65 cents/U.S. gallon
Marine Diesel	9.50 cents/U.S. gallon
Kerosene	13.55 cents/U.S. gallon
Mogas, 93 R.O.N.	12.80 cents/U.S. gallon

These prices are subject to deliveries in T-2 size Tankers, and also to any change in the posted price of each product from August 3, 1965 posting FOB Pulau Bukom by Shell, as reported in the Platt's Oilgram.

The posted prices in effect at Pulau Bukom on August 3, 1965 were:

JP-1A (Turbine Fuel)	10.1 cents/U.S. gallon
Mogas, 93 R.O.N.	10.1 cents/U.S. gallon
Kerosene	9.4 cents/U.S. gallon
High Speed Diesel (53/57 D.I.)	8.0 cents/U.S. gallon
Marine Diesel	$3.15 per barrel

We are taking the liberty of enclosing a copy of the said Oilgram for your reference.

PLAINTIFF EXHIBIT
SDNY No. 230 FOR IDENT.
MACK GALANTY, C.S.R. #1459

OCEANIC PETROLEUM CORPORATION

Mr. McCook - 2 - August 4, 1965

We propose to enter into a long term contract with you for ten years. We shall guarantee the supply of the products upon your nomination.

We understand that you are in the process of planning for storage facilities and a couple of modern service stations in American Samoa. If we can be of any service to you, kindly let us know.

Very truly yours,

OCEANIC PETROLEUM CORPORATION

J. T. Shaw
President

JTS:ag

Enclosure

cc: Mr. R. C. Turnbull

PLAINTIFF EXHIBIT
SDNY No. 231 FOR IDENT.
MACK GALANTY, C.S.R. #1459

Platt's GILGRAM Price Service - New York Edition - August 3, 1965 Page 6-A Vol. 43 No. 148

CARIBBEAN, MIDDLE EAST & FAR EAST REFINED PRODUCTS PRICES

	Creole Aruba	Esso Aruba	Creole Curacao	Shell Curacao	Shell Curacao	Phillips Puerto la Cruz	Mobil Palm Beach	Esso Bunker Gateway	Mobil Bunker Curacao
Avgas Grade 115/145	---	15.5	---	15.5	15.5	---	15.7	---	---
Avgas Grade 100/130	---	14.3	---	14.3	14.3	---	13.4	13.3	---
Avgas Grade 80/87	---	12.3	---	---	12.3	---	12.1	0.9	0.9
Turbine Fuel A-1 (-46F)	---	8.9	---	8.9	8.9	---	---	---	---
110 Oct Premium	---	11.3	---	11.3	11.3	---	---	---	---
98 Oct Premium	---	---	---	10.4	10.4	---	10.6	---	---
97 Oct Premium	---	10.1	---	---	---	---	10.5	---	---
93 Oct Premium	---	---	---	9.7	9.7	---	10.1	9.9	9.9
89 Oct Premium	---	---	---	9.1	9.1	---	---	---	---
91 Regular	---	8.7	---	---	---	---	---	---	---
90 Oct Regular	---	---	---	8.4	8.4	---	---	---	---
87 Oct Regular	---	7.6	---	7.8	7.8	---	8.3	---	---
85 Oct Regular	---	---	---	---	---	---	7.9	7.7	7.7
83 Oct Regular	---	---	---	7.1	7.1	7.1	---	---	---
81 Oct Regular	6.8	6.8	6.8	---	---	---	---	7.5	7.5
78 Oct	---	---	---	---	---	---	8.1	---	---
Tractor Vap. Oil	---	---	---	---	---	---	---	8.2	8.2
Intermediate Kerosine	---	8.9	---	---	---	---	---	---	---
Kerosine	---	---	---	8.7	8.7	---	---	---	---
Kerosine	---	7.3	---	---	---	---	---	---	---
Stove Oil	6.2	6.3	---	6.3	6.3	6.3	---	---	---
No. 1 Fuel	---	---	---	6.7	6.7	---	8.0	---	---
52 Cetane Minimum	---	---	---	6.3	6.3	---	---	7.8	7.8
51-57 d.i. (Shell 50 cet. min.)	5.8	6.6	---	6.3	6.3	---	---	---	---
47-51 d.i. (Shell 46 cet. min.)	5.5	6.5	6.5	6.5	6.5	6.5	---	---	---
43-47 d.i. (Shell 42 cet. min.)	6.4	6.4	6.4	6.4	6.4	---	---	---	---
Industrial Diesel	---	---	---	---	---	---	---	---	---
Marine Diesel	---	---	---	---	---	---	---	---	---
Virgin Gas Oil	5.9**	---	---	---	---	---	---	---	---
Medium Fuel Oil	---	---	---	---	---	---	---	---	---
No. 4 Fuel	---	---	---	---	---	---	---	---	---
28 vis. (Diesel) Fuel Oil	---	---	---	---	---	---	---	---	---
180 vis. (Diesel) Fuel Oil	---	---	---	---	---	---	---	---	---
Bunker C Fuel	---	---	---	---	---	---	---	---	---
Bunker C (Max. 1.75% Sulfur)	---	---	---	---	---	---	---	---	---
Cutback Asphalt (RC-2/MC-2)	---	---	---	---	---	---	---	---	---

*Shell also quotes $1.67 at San Lorenzo. **Virgin vacuum.

	BP Aruba	Esso Aruba	Mobil Aruba	Shell Aruba	Caltex Bay Tarum	Caltex (T.T.) Trinidad	Esso Port Evergl.	Mobil Port Everglades
Avgas Grade 115/145	15.8	15.5	15.5	15.5	---	---	---	---
Avgas Grade 100/130	14.6	14.3	14.3	14.3	---	---	---	---
Avgas Grade 91/98	---	---	12.1	---	---	---	---	---
Avgas Grade 73 Clear	12.8	---	12.1	12.8	---	---	---	---
Turbine Fuel, 1 (-46F)	9.2	9.1	9.2	9.2	9.4	9.9	9.4	9.4
98 Oct	9.7	9.8	9.8	9.8	10	10	9.8	10
93 Oct	9.1	9.2	9.4	9.2	9.3	9.8	9.4	9.4
89 Oct	8.6	8.4	8.5	8.4	8.6	8.9	8.8	8.8
87 Oct	---	---	8	---	8.2	---	---	---
85 Oct	---	---	---	7.8	---	---	---	---
84 Oct	---	---	---	---	---	---	---	---
83 Oct	7.2	7	7.2	7	7.4	7.6	7.1	7.4
78 Oct	6.3	6.2	6.3	6.2	7	7	6.3	7
Kerosine	8.3	8.2	8.3	8.2	8.5	8.6	---	---
No. 1 Fuel	8.3	8.2	8.3	8.2	8.5	8.6	8.3	8.3
Stove Oil	---	---	---	---	---	---	---	---
Tractor Vap. Oil	---	---	---	---	---	---	---	---
Intermediate Kerosine	---	---	---	---	---	---	---	---
Kerosine	---	---	---	---	---	---	---	---
Stove Oil	---	---	---	---	---	---	---	---
No. 1 Fuel	---	---	---	---	---	---	---	---
52 Cetane Minimum	---	---	---	---	---	---	---	---
51-57 d.i. (Shell 50 cet. min.)	---	---	---	---	---	---	---	---
47-51 d.i. (Shell 46 cet. min.)	---	---	---	---	---	---	---	---
43-47 d.i. (Shell 42 cet. min.)	---	---	---	---	---	---	---	---
Industrial Diesel	---	---	---	---	---	---	---	---
Marine Diesel	---	---	---	---	---	---	---	---
Virgin Gas Oil	---	---	---	---	---	---	---	---
Medium Fuel Oil	---	---	---	---	---	---	---	---
No. 4 Fuel	---	---	---	---	---	---	---	---
28 vis. (Diesel) Fuel Oil	---	---	---	---	---	---	---	---
180 vis. (Diesel) Fuel Oil	---	---	---	---	---	---	---	---
Bunker C Fuel	---	---	---	---	---	---	---	---
Bunker C (Max. 1.75% Sulfur)	---	---	---	---	---	---	---	---
Cutback Asphalt (RC-2/MC-2)	---	---	---	---	---	---	---	---

GULF COAST - CARGOES, ALL PORTS, FOB SHIP

100 Oct Premium	(3)13.25-13.35	43-47 Diesel Index	.325-.375
94 Oct Regular	(3)10.5-10.75	47-51 Diesel Index	6.25-6.75
92 Oct Regular	10(5)	47-51 Diesel Index	.375-6.425
84 Oct Regular	(3)9-9.25	Bunker C Fuel	(1) --.--
41-43 w.w. Kerosene	6.25-6.75	Bunker C Fuel, Max. 0.5% Sulfur	...25
No. 2 Fuel			

EUROPEAN BARGE

Range of ARA prices, 5 basis Rdm, Ruhr origin, W. Germany delivery, during the two-week period ending July 31.

	97/98 Oct	93/94 Oct	51-57 d.i.
ARA (MT)	Gasoline	Gasoline	Gasoil
Antwerp-Rotterdam			
From Arab Countries	$14.10-14.40	$13.10-13.30	$13.10-13.25
From Free Countries	$14.50-14.80	$13.35-13.60	$13.40-13.55
Mannheim			
From Third Countries	---	---	---
From Free Countries	---	$13.60-13.85	$13.60-13.85

CHANNEL PORT INDEX

	Today	Wk Ago	Yr Ago
10 Oct	6.-	6.-	6.7
Kerosine	---	---	---
No. 1 Fuel Oil	6.7	6.7	7.1
Bunker C Fuel	$1.55	$1.55	...55

SDX 0004758

SDX 0004718

REP/EMP SHELL HOUSE
SUVA.

5th August 1965

R.B. PITTS:

Dear Ray,

Thank you very much for your letter 12/7/65 regarding American Samoa.

2. For a number of reasons we have decided that on the basis of our present supply arrangements the Pago Pago market does not offer a sufficiently attractive margin to justify immediate action.

3. It may well be that your source of supply for the products mentioned in your letter could change our thinking and I would be grateful if you would, as suggested, quote me prices for delivery on a C.I.F. basis Pago and alternatively F.O.B. our tankers.

4. It would be necessary for us to know the point of supply so that we could properly cost the freight increment.

5. I conveyed your regards to Jim Marsh and he asked me to reciprocate on his behalf and to this I add my own very good wishes.

Yours sincerely,

Mr. Raymond C. Turnbull,
Tidewater Development Corp.,
8530 Wilshire Boulevard,
Suite 309,
Beverly Hills, California U.S.A.

SDY 0004758

Draft of McCook proposal - by Tunidbull

Dear Governor:

We are desireous of establishing a petroleum bulk facility in Pago Pago Harbor, American Samoa.

Our interest in establishing the facility is geared to supplying all of the government's and industry's requirements through a reasonable period of investment return. Standard Oil Co. has proven ruthless in the past in defense of monopolies and, in the absence of contracts to protect ourselves, we would be exposed to temporary price cutting in order to make our position unfeasible and untenable.

We propose therefore that a long term contract be entered into between ourselves, the Government of American Samoa, Starkist Foods Inc., Van Camp and possibly Pan American Airways, in which we will agree to sell and you will agree to buy two grades of diesel fuel, JP-1A jet fuel, motor gasoline and kerosene at a price acceptable to you and geared to a posted price schedule that is currently below those schedules used by Standard Oil, Mobil and Shell Oil Company. All lubes, greases and solvents can as easily be furnished so as to round out the complete line of petroleum products.

Enclosed herewith is a firm commitment from Summit Industrial Corporation of New York, to deliver the products CIF to us in Pago Pago. Our delivered price to the Government powerhouse, via metered pipelines, will be 11.40¢ per gallon. The Marine diesel will be delivered dockside to the fishing fleet at 11.25¢ per gallon. The JP-1A jet fuel price into PAA tanks will be 17.00¢ per gallon and the 93 octane motorgas will be 16.30¢ per gallon.

The cost of the fuel, investment amortization, supporting facilities and operation are included in the above quoted prices. Not included in any costs are taxes imposed by G.A.S. It is our understanding that the fish companies and their contracted fishing fleet pay no fuel taxes, the same exemption applying to Government. The 17¢ per gallon quoted for JP-1A could bear a reasonable tax and still be under the price now paid for Standard fuel.

Depending upon the IRS approved depreciation schedule to be used on the terminal bulk facility we would undertake to turn the whole facility back to the Government at a depreciated price in ten years and lease the facility at a predetermined rental fee.

We would like to discuss with you the possibility of underwriting a modern Samoan-type gasoline station to be placed at the division of the main road and the old road next to the new Motor Pool. It is our thought that the Samoan Development Corporation could own and operate the station and our investment could be repaid out of gasoline sales - the price differential between our delivered price and the going retail price being 20.20¢ per gallon. A station designed by the Wimberly firm would undoubtedly become the most popular and successful station on the island.

PLAINTIFF'S EXHIB. NO. 237 FOR IDENT. MARS GALAXITY, C.S.S. #3019

SDX

In the event that Standard Oil Co. would leave the island, due to a Government-Industry contractural arrangement with us - their leaving to be prior to our investment, then the price of fuels would be even lower.

The only principals involved in this proposal included Summit Industrial Corporation, Mr. J.T. Shaw, President, and a new proposed Samoa corporation to bear the name Samoa Oil Corp., with myself as President.

It has been suggested by Starkist that you act as the Caterer in this proposal.

If the foregoing proposal is acceptable in principle, it is requested that a meeting be held while you are still in the U.S. for the purpose of discussing and finalizing arrangements and possibly executing a letter agreement between all interested parties.

Yours very truly,

William R. McCook

The principals and the chain of command is as follows: Summit Petroleum Corp., J.T. Shaw, President will deliver the product ~~into~~ to Pago Pago. A new Samoan corporation, to be formed, and to be headed by myself, will take delivery of the products into our Terminal facility and dispense the products to the Government, ~~operating~~ ~~to be set up~~

PLAINTIFF'S EXHIB. NO. 238 FOR IDENT. MARS GALAXITY, C.S.S. #3019

SDX

CO 1 AUG 25 1965 N

OCEANIC PETROLEUM CORP — 1957 — 1

120 WALL ST (RM 810)
NEW YORK N Y 10005

TRADE — SEE TRADE
SALES — $14,000,000 +
WORTH — $3,500,000 +

+ JAY T. SHAW, PRES
+ PEH H. YEN, SEC
+ CHING C. WANG, V PRES-TREAS
C.J. HWANG, V PRES
DIRECTORS: The officers indicated by (+)

SUMMARY — ESTABLISHED PANAMANIAN CORPORATION WITH VOLUME INCREASING AND OPERATIONS PROFITABLE. NOVEMBER 30 1964 FISCAL STATEMENT SHOWS SATISFACTORY FINANCIAL CONDITION.

TRADE — All merchandise transactions are directed outside of the United States with principal purchases on open account basis for petroleum products primarily in the Persian Gulf area.

FINANCE — Interviewed August 24, 1965, J T. Shaw, President, exhibited the fiscal statement of November 30 1964 for review, but not for publication.

Those figures showed sales for the year ended November 30, 1964 were in excess of $14,000,000 representing an increase over the previous year with operations profitable and retained profits increasing tangible net worth.

That balance sheet showed a net worth in excess of $3,500,000 with a satisfactory financial condition. There were no long term debts and no contingent debts. Current debts were covered by the aggregate of cash and receivables. Management reports no problem encountered in collection of receivables. It should be pointed out that sales are on letter of credit basis. The major assets of the company consists of loans and receivables from affiliates carried as non-current assets. It is also noted that a portion of the non-current assets consisted of a 49% stock interest in an asphalt plant operated by the affiliate, Thai Asphalt Mfg Co. Ltd., which is located in Thailand and which is commented on in the "History" section of the report.

The President further said sales since November 30, 1964 have continued to grow with operations profitable

A financing statement was entered May 14, 1965, File #28,309 listing subject as debtor and The Chase Manhattan Bank, 1 Chase Manhattan Plaza, New York City as Secured party. Collateral: All personal property and fixtures of debtor wherever located and whether now owned or in existence or hereafter acquired or created including goods, documents, instruments, general intangibles, chattel paper, accounts and contract rights. Proceeds and products of collateral are also covered.

Account at bank since 1957, balances in satisfactory proportions. Accommodations had been extended in the past on an offering basis and also in connection with letters of credit with accommodations handled satisfactorily.

OPERATION — Wholesales bulk petroleum and petroleum products with all transactions originating and completed outside of the United States. Merchandise requirements are purchased primarily from the Persian Gulf countries with sales to oil importers, industrial accounts and local marketing organizations located in the Far East and all sales on letter of credit basis. Non-seasonal. All officers active and all located in New York City. LOCATION: At 120 Wall Street, the President maintains office. Building is multi story office structure in good repair located downtown. Headquarters are in Arcia Building, Justi Arosemena and Ecuador Avenues, P.O. Box #6307, Panama City, Republic of Panama. Subject also has branch location on

(CONTINUED)

OPERATION (Cont'd) — Yutoseand Building, Queens Row Central, Hong Kong.

HISTORY — Corporation chartered under Panamanian laws May 8, 1957. Authorized capital $1,000 consisting of 1,000 shares common stock par value $1 per share. Outstanding Capital stock 1,000 shares at November 30, 1964 with capital stock owned by the officers.

J. T. Shaw, born in China in 1916, married. Graduate M.I.T. with MS Degree, Mechanical Engineering. Arrived United States in 1942 representing the Chinese Government. In 1944-1948 while connected with the Chinese Government in training programs for the Republic Steel, Studebaker Corporation, United States Steel and General Motors Corporation. Returned to China in 1948 and returned to the United States in 1949. 1949 employed by China Mutual Trading Co. until 1949 when became employed by Chinese Military Procurement Office, Washington, D.C. 1949 elected officer Summit Industrial Corp.

P. H. Yen, born China 1917, married. Graduate M.I.T., Chemical Engineering with Masters Degree in 1945. 1945-1947 employed as development engineer with Firestone Tire & Rubber Co., Akron, Ohio. 1947-1948 employed in import-export field. 1948 elected officer in Summit Industrial Corp.

C. C. Wang, born China 1918, married. Arrived in United States 1943. Graduate of M.I.T. in Chemical Engineering with Masters Degree in 1944. 1944-1945 development engineer for Firestone Tire & Rubber Co., Akron, Ohio. 1945-1946 development engineer for E. I. du Pont. 1946-1947 employed by China Mutual Trading Co., New York City. 1947-1948 returned to China. Returned to the United States 1948 and elected officer in Summit Industrial Corp.

C. J. Huang, born China 1916. Graduate University of Michigan with Masters Degree in Civil Engineering 1954. During World War II with Chinese Air Force as Deputy Chief of Construction Branch. He is also Vice President and Assistant Secretary of Summit Industrial Corp.

Above officers are also officers in the following companies:

Summit Industrial Corp. (Panamian corporation) located 120 Wall Street, New York City. Chartered Panamian laws October 3, 1957. Markets petroleum products in Thailand and other Far Eastern countries and maintains a fleet of oil barges and tank trucks. Also operates filling stations. A financial statement has not been released on this company.

Summit Import Corp., located this address. Chartered under New York laws April 20, 1955. Imports foodstuffs including frozen seafood, canned foods and tea from the Far East. Financial statement at December 31, 1963 showed tangible net worth of $53,613 with financial position somewhat heavy.

U.S. Summit Corporation, located this address. Chartered under New York laws December 15, 1952. Exports pharmaceuticals throughout Far East. Financial statement at December 31, 1963 shows tangible net worth of $963,388 with generally satisfactory financial condition.

Pure Laboratories Inc., located this address. Chartered under New York laws July 31, 1951. Formulates and sub-divides antibiotics and manufactures vitamins, hormones and allied products. Late financial statement has not been released on this company.

Thai Asphalt Manufacturing Co. Ltd., located Thailand and operates an asphalt plant. Individual figures have not been released. This company was formed about 1963.

Inter company relations are reported to exist primarily between Oceanic Petroleum Corporation and Thai Asphalt Manufacturing Co. Ltd.

(CONTINUED)

OCEANIC PETROLEUM CORP
NEW YORK N Y

AUG 25 1965
PAGE 3

HISTORY (Cont'd)

whereby Oceanic Petroleum Corp. provides Thai Asphalt Manufacturing Co. Ltd. with crude oil on letter of credit basis. There are also loans to some of the other companies.

0-25-65 (16 020) LOA 3A40 (12)

NOTE

THIS REPORT COVERS ONLY THE BRANCH (OFFICE OF THE PRESIDENT) AT THIS ADDRESS. AN INTERNATIONAL DIVISION REPORT AT THE FOREIGN HEADQUARTERS LOCATION COVERING THE OVERALL COMPANY OPERATION MAY BE REQUESTED THROUGH YOUR LOCAL DUN & BRADSTREET INC. OFFICE.

SDX 0004722

OCTOBER 5, 1965

GOVERNOR H. REX LEE
PAGO PAGO
AMERICAN SAMOA

DEAR GOVERNOR LEE:

I UNDERSTAND YOU HAVE BEEN TRAVELING IN THE FAR EAST FOR THE PAST THREE WEEKS. I JUST WANTED TO DROP YOU A NOTE TO LET YOU KNOW THAT I HAVE THE BALANCE OF THE INFORMATION WE DISCUSSED ON THE TELEPHONE, COVERING OUR SUPPLIER'S FINANCIAL STRENGTH.

AS YOU KNOW, I WAS STANDING BY TO GO EAST TO POSSIBLY TRY TO CONSUMMATE THIS DEAL WHILE THE CHICAGO BRIDGE WORKS PEOPLE WERE STILL IN SAMOA, IN ORDER TO KEEP THEM ON AND THUS SAVE A CONSIDERABLE AMOUNT IN THE FABRICATION OF THE STORAGE TANKS. THIS COULD HAVE SOME EFFECT ON THE PRICE.

I WOULD LIKE TO POINT OUT TO YOU THAT WE ARE DEFINITELY INTERESTED STILL AND WE DO FEEL WE COULD SAVE THE GOVERNMENT OF AMERICAN SAMOA A SIZEABLE AMOUNT IN THEIR FUEL BUDGET IF THE RIGHT TERMS COULD BE REACHED, WHICH, INCIDENTALLY, ARE STILL ALONG THE LINES WE DISCUSSED.

IF AND WHEN YOU WOULD BE INTERESTED IN GOING INTO THIS TYPE OF DISTRIBUTOR CHANGE, I WANT YOU TO KNOW THAT I WILL BE AVAILABLE TO VISIT YOU WITHIN ANY REASONABLE NOTIFICATION. IN THE MEANTIME, IF THERE ARE ANY QUESTIONS YOU WISH ANSWERED BY MAIL, PLEASE DO NOT HESITATE TO WRITE.

VERY TRULY YOURS,

W. R. MCCOOK

WRMcC:VMR

PLAINTIFF EXHIB.
NO. 246
MACK GALANTY, C.S.R. 6,313

0000246

Ted Roy & file

GOVERNMENT OF AMERICAN SAMOA
OFFICE OF THE GOVERNOR
PAGO PAGO, AMERICAN SAMOA

In reply refer to:
GAS/15F
Serial:

NOV 16 1965

Mr. W. R. McCook
14400 East Firestone Boulevard
La Mirada, California 90638

Dear Mr. McCook:

Your letter of October 5, 1965, reached us only today, as it was apparently sent surface mail.

We are still definitely interested in trying to improve our fuel oil distribution system. At the present we are exploring ways and means of obtaining a suitable site to carry out some harbor development for a new fuel depot, and I am sure we will want to get back in touch with you in the very near future.

Your continued interest in American Samoa is sincerely appreciated.

Sincerely yours,

H. REX LEE
Governor

PLAINTIFF EXHIB
NO. 247
MARK CALKINS, U.S.D.J.

U0000247

Mr. Robert Burrows, Vice President
Dillingham Corporation
Box 3468, Ala Moana Building
Honolulu 1, Hawaii

November 24, 1965

Dear Mr. Burrows:

John Malone suggested I contact you regarding a possibility in American Samoa. Reference is made to all of the Don Schmuck file concerning dredging and land reclamation in the Tafuna Bay area, American Samoa.

I had, prior to February, 1964, proposed to Governor H. Rex Lee that we would dredge the lagoon, create from 85-100 acres of deep water frontage and lease such land to new industry for American Samoa, the consideration for a fully paid up lease for 55 years to the A.S. Government being the cost of the total land reclamation. At the time of the proposal H.R. 2073 -"to place certain submerged lands within the jurisdiction of the Governments of Guam, the Virgin Islands and American Samoa" was being either tested or amended.

It is my present understanding that the Government of American Samoa is now actively engaged in clearing through the Congress the right to dredge and create new land in the same area and for the same purposes that we had earlier proposed.

My associates wish to create a new bulk petroleum facility in Samoa, complete with tankage of six million gallons, docking space for tankers and refueling facilities. With no available deep water frontage in Pago Pago Harbor, it appears obvious that the development of Tafuna Bay is warranted. If such land was created my associates would require long term leases.

I wouldn't attempt to second-guess the Governor but I could predict that there would be interest from his government in having private enterprise pay the costs of the land reclamation in return for an equitable leasehold. A combination of strong lessees over a long period of time could be of possible interest to your company in undertaking the land reclamation.

Subject to the Governor's approval, my associates are ready to construct a $500,000. terminal. Your review of the Schmuck file and your comments are requested on whether the timing is right for preliminary overtures to Governor Lee.

Yours very truly,

Raymond C. Turnbull
8756 Holloway Dr., Los Angeles 69
Telephone 652-4733

SDX 0004949

DILLINGHAM CORPORATION

Box 3468 · Honolulu, Hawaii 96801 · Cable: DILCO

November 30, 1965

Mr. Raymond C. Turnbull
8756 Holloway Drive
Los Angeles 69, California

Dear Mr. Turnbull:

This will acknowledge your letter of November 24th concerning land reclamation possibilities at Tafuna Bay, American Samoa.

It is interesting to note that the Government of American Samoa is active in clearing through Congress the right to dredge and create new land from certain submerged lands in the area. Favorable results in this regard are obviously a prerequisite to undertaking any project in this area.

We of course would be interested in any major dredging project and certainly you are acquainted with our qualifications and facilities to undertake such a program. We would not contemplate at this time entering into any dredging program the consideration for which would be a fully paid up lease or our ownership in such reclaimed land. In the event you are successful in obtaining prime lessees or other developers who may be interested in financing the cost of such reclamation on a direct contract basis then we would develop further the possibilities of a dredging contract.

We would appreciate it if you would keep us advised of the success you may have in developing such lessees as well as the progress of the Government of American Samoa pursuant to HR 2073.

Very truly yours,

DILLINGHAM CORPORATION

R. B. Burroughs
Vice President

RBB/mp

SDX 0004950

TANKS FOR PETROLEUM
AMERICAN SAMOA

Builder: Chicago Bridge & Iron
Mr. Ray Johrde
Ex 289 36 - San Francisco

Johrde suggests: (For floating tank top required by Shaw)
Use Weathermaster roof-cone with inside pan on oil to conserve light fractions. Will also let water run off without mingling with oil.

Bid: Four tanks as per Shaw for $195,000. erected. This includes accessories, ladders etc. Pickled and primed.

Timing: They can start on our job in August, after finishing water tanks for government.

Our deal should be made with them by end of January. Could make deal in Feb. but Jan. is best.

Miscellany:
35,000 bbl. tank - 48' high - 70' diameter

Bill Gross will be overseer on their Tahiti and Samoa job. Will be in Los Angeles November 27th and in Pago Nov. 29th. In Hono 28th.

CONCLUSION:

The water people are getting their 89,285 bbl. tanks put in for a little under $1.80 per bbl. At $2.00/bbl. $178,570.

If we get our 100,000 bbl. put in at $1.80 our price should be $181,000. for the fully erected tanks with all accessories, pickled and primed.

ESTIMATE:

1. PIPELINES - 3400' - 3/4" pipe. To STARTER - TANK Comp. POWERHOUSE
2. TANKS erected - - - - 190,000.
3. DOCK COST
4. EXCAVATION - WALLS
5. Pipelines to dock
6. Pumps - ACCESSORIES
7. BUOY & OFFSHORE LINES

SDX [illegible]

0000177

Ludwig - Continental - Shaheen Refinery - Colon, Panama.

	CARRIB POSTED PRICE	TON	Shipping Cost	INSURANCE
TON	JP-1A 8.9 ¢	[redacted]	7.00 Ton	
	Diesel (57Ct) 6 ¢	$14.00	7.00 Ton.	
$240 - $250 Ltr.	MARINE DIESEL 6 ¢/gal	$19.99	$ 7.00 Ton	
	KEROSENE		7.00	
	GAS AVIATION		7.00	

PLAINTIFF'S EXHIBIT
SDY NO. 235 FOR IDENT.
MARK GALANTY, CLK #3018

LUDWIG-CONTINENTAL-SHAHEEN REFINERY
COLON-PANAMA
1964

Posted Prices:

JP-1A	8.9¢
Diesel (57C)	6.0
Marine Diesel	6.0
Kerosene	
Aviation Gas	

SDY NO. 236
MARK GALANTY, CLK #3018

FUEL INFORMATION

1. Standard selling diesel at 14.8¢ per gal.
2. Standard selling light bunker at 14.95¢ per gal.
3. Socal has contract with Star-Kist (10yrs) to sell 60% of their products.

FLETCHER PRICES F.O.B. PLANT

11.7¢ motor gasoline	)	Should be
.0835¢ diesel	)	84¢ bbl.
6¢ light bunker	)	plus .003 for plant to dock

SOCAL

12.31 gasoline	)	$2.4948 bbl.
9.14 diesel	)	2.5872 bbl.
6.667 bunker	)	1.73 bbl.

Freight	shouldn't be over 2.1¢ gallon
Insurance	shouldn't be over 0.07¢ gallon
Area markup	Runs between 2.75¢ (diesel) & 3.25¢ kerosene and gasoline
Terminal throughput	1.50¢ diesel and 2¢ kerosene and gasoline
Wholesale markup	?
Retail markup	?

PLAINTIFF EXHIB. NO. 266 FOR IDENT. MARK GALANTY, C.S.R. #5013

BREAKDOWN OF PETROLEUM COSTS TO SAMOA

JP-1A - Based on 7,000,000 gallons per year to PAA

		Tank Investor	Operator
13 50¢	CIF Pago		
1.50	Tank Investor	$ 105,000.	
.50	Operator		$ 35,000.
1.50	Servicing PAA		105,000.
17.00¢	per gallon to PAA		

Light Diesel - Based on 4,000,000 gallons per year to Government

9.65¢	CIF	40,000	
1.25	Tank Investor	125,000.	
.50	Operator		50,000.
11.40¢	per gallon to Government		

Marine Diesel - Based on 6,000,000 gallons per year - fishing fleet.

9.50¢	CIF		
1.25	Tank Investor	90,000.	
.50	Operator		30,000.
11.25¢	per gallon to fishing fleet		

Pearl Kerosene - Based on 300,000 gallons per year

13.55	CIF		
2.00	Tank Investor	6,000.	
1.50	Operator		4,500.
17.05¢	per gallon.		

Mc Gasoline - 93 oc[illegible] on 60C [illegible]-yr

[illegible]	CIF		
[illegible]0	Tank Investor	12,000	
.50	Operator		9,000.
16.30¢	per gallon		

PLAINTIFF EXHIB. SDy NO. 266 FOR IDENT. MARK GALANTY, C.S.R. #5013

PROFITABILITY AND PAYOUT TO TANK INVESTOR
ON EXPENDITURE OF $500,000

JP-1A	- Based on minimum of 7,000,000 gallons jet fuel to Pan American Airways and military contract - at 1 25¢ per gallon	$ 105,000
Light Diesel Fuel	- Based on 4,000,000 gallons to Government powerhouse - at 1.25¢	~~125,000~~
Marine Diesel Fuel	- Based on 6,000,000 gallons per year to Japanese, Korean and Formosan fishing fleet operating under contract to Starkist Foods, Inc and Van Camps - at 1.25¢ gallon	90,000
Pearl Kerosene	- Based on 300,000 gallons per year to Government and native population at 2¢ per gallon.	6,000.
Mogas 93 Oct.	- Based on 600,000 gallons per year to Government and population - 2¢ gal.	12,000
	TANK PAYOUT/YR.	338,000.
		- 75,000
		263,000

PLAINTIFF'S EXHIB.
5 DY NO. 268 FOR IDENT.
MARK GALANTY, C.S.R. #3019

PROFITABILITY AND PAYOUT TO TANK INVESTOR
ON EXPENDITURE OF $500,000

JP-1A	- Based on minimum of 7,000,000 gallons jet fuel to Pan American Airways and military contract - at 1 25¢ per gallon	$ 105,000	- 87,500
Light Diesel Fuel	- Based on 4,000,000 gallons to Government powerhouse - at 1.25¢	125,000	50,000
Marine Diesel Fuel	- Based on 6,000,000 gallons per year to Japanese, Korean and Formosan fishing fleet operating under contract to Starkist Foods, Inc and Van Camps - at 1.25¢ gallon	90,000	65,000
Pearl Kerosene	- Based on 300,000 gallons per year to Government and native population at 2¢ per gallon.	6,000.	6,000
Mogas 93 Oct.	- Based on 600,000 gallons per year to Government and population - 2¢ gal.	12,000	13,000
	TANK PAYOUT/YR.	338,000	$220,500

PLAINTIFF'S EXHIB.
5 DY NO. 304 FOR IDENT.
MARK GALANTY, C.S.R. #3019

Hon. Lee
(202)
3434308

CONTENT (CIF
(cargo, Ins. Freight

1. Purpose
2. General Information
3. Investment
4. Profitability and Payout to Tank Investor
5. Standard Oil Co. Specifications and prices to Government
6. Dock and Tank Battery Location
7. Dock Bid - Walker Moody Construction Co.
8. Tank Bid - Chicago Bridge & Iron Co.
9. Balance Sheet - Petroleum Supplier

315 gal of
315 ~~Bbls~~ under diesel = 1 Ton
~~4,410,000~~ 4.410,000 - long Ton 2240 lb.
Gal -

PURPOSE

To obtain a full requirements contract from the Government of American Samoa for a period of from six to ten years - to supply fuel to the Government powerhouses, to the Government motor pool, to Public Works.

To obtain a full requirements contract from Starkist Foods, Inc., Van Camps Sea Foods, Pacific Coconut Processing Corporation and American Can Company - to supply their plant requirements.

To obtain contracts from Starkist and Van Camp to supply the fishing fleets of Korea, Japan and Formosa that service the two canneries by contract. There are presently seventy five ships operating, with an increase to 125 ships expected by December.

To obtain the contract for the jet American Airways. They presently make one weekly stop going and coming from Australia to Los Angeles. Reduced fuel prices will divert two trips of PAA Fiji-Australia Samoa-Australia

To obtain the supply contract to fuel U S. Air[illegible] Australian and New Zealand Airforce.

To obtain the contract to supply all petroleum requirements of Kingdom of Tonga on an FOB Pago Pago basis, and to fuel the air merchant marine in Pago Pago Harbor.

GENERAL INFORMATION

On the basis of talks held over a period of two years with the Governor of American Samoa, the Premier of Tonga, Pan American officials, the officers of Starkist Foods Inc., Van Camp and Pacific Coconut Processing Corp, there is a strong possibility of obtaining firm commitments to supply petroleum products in such quantities as to make feasible the construction of a Terminal Bulk Plant in Pago Pago, American Samoa.

A proposal has been submitted to all interested parties wherein petroleum products have been offered at a substantially lower price than those prices presently being paid for products of Standard Oil Co.

The following quoted prices, subject to the Singapore posted price, are listed herewith for comparison purposes.

	Proposed prices	Standard Oil Co.
JP1A Jet Fuel	17.00¢	22.50¢
Diesel (Light)	11.40	11.95
Diesel (Marine)	11.25	11.95
Kerosene	17	22.80
Mogas	16	19.30

The supplier of prop[illegible] is The Summit Industrial Corporation, 120 Wa[illegible]k, New York 10005, Telephone Whitehall 47491, J[illegible]aw, President.

This company has been furnishing petroleum products to a number of foreign govern[illegible]ts, among which the largest one is Oil Field Organization of [illegible]and. [illegible]ve [illegible] selling oil to this customer since [illegible] The [illegible] the only Western Supplier selling petroleum [illegible] Indian Oil Corporation. They have two refineries [illegible]land and have an affiliate company, Thai Asphalt Manufac[illegible]ing Co, Ltd., which produces petroleum oil and lubricating oil.

Their references, Unoco, [illegible] Kong, and Union Oil Company indicated the highest degree of responsibility and honesty. Their financial responsibility has been investigated by Bank of America through the Auditing firm of George R. Funaro Co. of New York.

PLAINTIFF'S EXHIB. NO. 278 FOR IDENT. MARX GALANTY, C.S.R. #3018

SDY

BREAKDOWN OF PETROLEUM COSTS TO SAMOA

JP-1A - Based on 7,000,000 gallons per year to PAA

		Tank Investor	Operator
13 50¢	CIF Pago		
1.50	Tank Investor	$ 105,000.	
.50	Operator		$ 35,000.
1.50	Servicing PAA		105,000.
17.00¢	per gallon to PAA	Now- 3.5	

Light Diesel - Based on 4,000,000 gallons per year to Government

9.65¢	CIF		
1.25	Tank Investor	125,000.	
.50	Operator		50,000.
11.40¢	per gallon to Government		

Marine Diesel - Based on 6,000,000 gallons per year - fishing fleet.

9.50¢	CIF		
1.25	Tank Investor	90,000.	
.50	Operator		30,000.
11.25¢	per gallon to fishing fleet		

Pearl Kerosene - Based on 300,000 gallons per year

13.55	CIF		
2.00	Tank Investor	6,00	
1.50	Operator		4,500.
17.05¢	per gallon.		

Motor Gasoline - 93 octane - Based on [illegible]

12.80¢	CIF		
2.00	Tank Investor	1[illegible]	
1.50	Operator		9,000.
16.30¢	per gallon		

PLAINTIFF'S EXHIB. NO. 279 FOR IDENT. MARX GALANTY, C.S.R. #3018

SDY

INVESTMENT

$ 220,000.	110,000 bbl./tankage at $2.00/bbl. rule of thumb cost. Enclosed bid is less than $2.00/bbl.
95,000.	Cost of completed 150' concrete dock as per enclosed bid.
100,000.	Fueling buoys, flexible fueling hoses to dock, pipelines to tank battery, pipelines to powerhouse, to Starkist, American Can and Van Camp, pipeline back to dock to fuel fishing fleet, pumps, fitting and dock gear.
85,000.	Contingencies and barrel overage required.
$ 500,000.	Total Investment

PLAINTIFF'S EXHIB. SDV NO. 286 FOR IDENT. MARK GALANTY, C.S.R. #3018

PROFITABILITY AND PAYOUT TO TANK INVESTOR ON EXPENDITURE OF $500,000

JP-1A - Based on minimum of 7,000,000 gallons jet fuel to Pan American Airways and military contract - at 1 25¢ per gallon	$ 105,000
Light Diesel Fuel - Based on 4,000,000 gallons to Government powerhouse - at 1.25¢	~~125,000~~ 504
Marine Diesel Fuel- Based on 6,000,000 gallons per year to Japanese, Korean and Formosan fishing fleet operating under contract to Starkist Foods, Inc and Van Camps - at 1.25¢ gallon	90,000
Pearl Kerosene - Based on 300,000 gallons per year to Government and native population at 2¢ per gallon.	6,000.
Mogas 93 Oct. - Based on 600,000 gallons per year to Government and population - 2¢ gal	12,000
TANK PAYOUT/YR.	338,000.

- 75
263,000

PLAINTIFF'S EXHIB. SDV NO. 291 FOR IDENT. MARK GALANTY, C.S.R. #3018

COPY.

GOVERNMENT OF AMERICAN SAMOA

PAGO PAGO, AMERICAN SAMOA

GENERAL SUPPLY DIVISION.

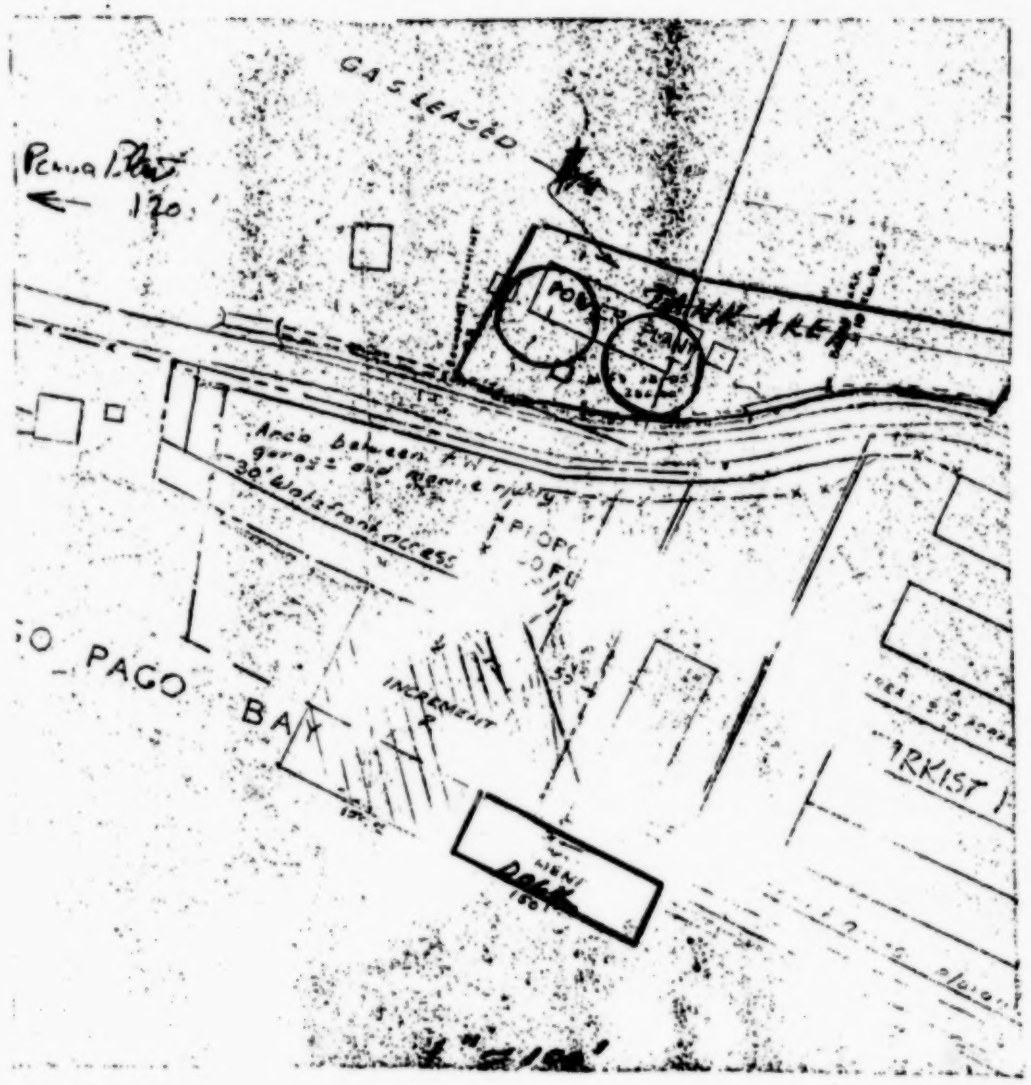
July 27, 1964.

SPECIFICATIONS AND PRICES OF FUEL, LUBRICANTS, OIL PURCHASED FROM STANDARD OIL OF CALIFORNIA.

PRODUCT		PRICE	
Chevron Gasoline, Gravity 60°F. 63.5, 82.8 Octane Lead 2.7		.193	
Chevron Diesel Fuel, Gravity 60°F. 38.4, Flash Point 200°F. Viscosity 100°F. 3.73, 57 Cetane Colour - Yellowish, Pour Point +30°F. Carbon 0.05		.165 .168	C.T.T. *
White Gasoline, Gravity 58.8, 75.0 Octane Carbon 1, Rnd .305		.303	
Pearl Kerosene, Chevron, Gravity 44.1 Viscosity		.238	
Super RPM Delo Special, SAE 40 Super RPM Delo Sp. SAE 30 Super RPM Delo Special SAE 20	55 gal. drums	.88 .788	NRSB RSB
Socal Solvent, No.25, 55 gal. Drums		.79	Cal
RPM Delo Supercharged 3-30 Lube Oil,55 Cal.Drums		1.063	Cal
Chev. M/M Oil, IGH9, 55 gal. drums		1.017	Cal
Standard Thinner, No.350, 55 gal. Drums		.528	Cal
RPM M/Serv Gear Lube 90, 35 lb. containers		7.53	Can
RPM M/S Gearl Lube 140, 415 lb. drums		.20	lb.
Chevron Plastic Cement, 5 gal. cans		7.72	Can
Chevron Sta. Fluid, 12 oz. cans to case		1.85	case
Chevron Grease, Heavy Duty, 120 lbs. to drum		44.25	Drm.

* Indicates Tank Truck Delivery - Cheaper
Indicates customer Tank Truck Delivery.

TRANSMIT EXHIB. SDV NO. 282 FOR IDENT. MARK GALANTY, C.S.R. #3819



TRANSMIT EXHIB. SDV NO. 283 FOR IDENT. MARK GALANTY, C.S.R. #3819

Engineers • Contractors
Builders

CONSTRUCTION COMPANY, LTD.
2937 MOKUMOA STREET ★ TELEPHONE 892-781
HONOLULU, HAWAII

November 20, 1964

Mr. Raymond Turnbull
Pacific Coconut Processing Co.
8530 Wilshire Blvd.
Suite 309
Beverly Hills, California

Dear Mr. Turnbull:

We estimate that a 50' x 150' pier similar in construction to the one we constructed for Van Camp would cost in the neighborhood of $90,000.00.

Walter Lum and Associates, Structural Civil, Engineers and Soil Engineers, would design the pier using the data and experience we have accumulated and also their own on site investigation for $5,000.00.

We would suggest that you engage them as design engineer, and if our joint design/cost control efforts result in our being able to offer you a firm quotation within the above budget estimate, that you contract the work to our firm.

We are hopeful that we will be able to discuss this project with you on your next trip to Hawaii.

Aloha,

WALKER-MOODY CONSTRUCTION CO., LTD.

By _____
Ross W. Moody

RWM/es
c.c. Samoa Construction

PLAINTIFF EXHIB.
SDT NO. 254 FOR IDENT.
MARK GALANTY, C.S.R. #3019

CHICAGO BRIDGE & IRON COMPANY

100 BUSH STREET
SAN FRANCISCO 4, CALIFORNIA

CABLE-CHIBRIDGE
TEL.-EXBROOK 2-4936
TWX-SF 612

November 30, 1964

In Duplicate

Pacific Coconut Processing Corporation
8530 Wilshire Boulevard, Suite 309
Beverly Hills, California

Bell Pat
213
OX37610

Attention: Mr. Ray Turnbull

-42-

Gentlemen: Re: Petroleum Storage Tanks
Pago Pago, American Samoa

In accordance with our recent discussions, we are pleased to submit the following proposal for furnishing petroleum storage tanks erected in Pago Pago, American Samoa.

Accordingly, we propose to design, fabricate, deliver, and erect in open space on foundations furnished by others in Pago Pago, American Samoa, the following petroleum tanks:

DESCRIPTION	PRICE EACH	TOTAL PRICE
1 - 20,000-Barrel (60' Diameter x 40' High) Horton Weathermaster Floating Roof Tank...	840,000	$58,750
2 - 35,000-Barrel (80' Diameter x 40' High) Cone Roof Storage Tank.....	1,470,000 $54,460	$108,920
1 - 10,000-Barrel (60' Diameter x 40' High) Cone Roof Storage Tank.....	420,000	$21,850
	2,730,000	
TOTAL.....		$189,520

These tanks would be designed and constructed in strict accordance with American Petroleum Institute Specification 650 and in accordance with the attached specification sheets, marked S.F. Estimate 1594-A, 1594-B, and 1594-C. In addition to the tanks proper, the above-quoted prices include the accessory items as listed on the specification sheets.

The prices do not include any metal preparation or painting. However, if you wish us to pickle and prime the exterior

PLAINTIFF EXHIB.
SDT NO. 253 FOR IDENT.
MARK GALANTY, C.S.R. #3019

surfaces of the shell and roof, we would be pleased to do so for the following additional prices:

20,000-Barrel Weathermaster Roof Tank.....	$1,065
35,000-Barrel Cone Roof Tanks.....	$1,385 Each
10,000-Barrel Cone Roof Tank.....	$665

If you wish to have these tanks equipped with an automatic tank gage, Shand & Jurs 2006 or equal, the following prices would apply:

For Cone Roof Tanks.....	$520 Each
For Floating Roof Tank....	$720

We attach our General Specifications, Revision 4, which will apply and are hereby made a part of this proposal.

The above-quoted prices are based upon receiving an order for all four tanks quoted and are contingent upon your furnishing us well-drained readily accessible tank foundations with a minimum of 20' clear around each tank pad. We would expect you to furnish us these foundations in a sequence that would permit us to have continuous work. Any cost or waiting time due to incomplete foundations or other delays within your control would be for your account.

Sales taxes, use taxes, gross receipts taxes, and/or other similar taxes imposed on the Chicago Bridge & Iron Company or the purchaser with respect to any vessel or structure furnished under this proposal or the material therefor will be for the account of the purchaser and will be invoiced as additions to the price quoted for such vessel or structure.

The prices quoted are contingent upon our performing this work along with other work which we currently have in Pago Pago. We anticipate completing the current work approximately August 1, 19[illegible] and would want to begin construction of these structures at that time. We estimate that it would require our field forces approximately 16 weeks to complete this construction after arrival of materials at the jobsite. In order to maintain this schedule, it would be necessary that we have your order by January 15, 1965.

All shipping and completion promises are contingent on delays beyond our reasonable control, including but not limited to strikes, governmental actions, and voluntary allocations by the steel mills.

PLAINTIFF EXHIB.
SDY NO. 211 FOR IDENT.
MARK CALANTY, C.S.R. #3019

CHICAGO BRIDGE & IRON COMPANY

Pacific Coconut Processing Corporation
Attention: Mr. Ray Turnbull

Page 2
November 30, 1964

surfaces of the shell and roof, we would be pleased to do so for the following additional prices:

20,000-Barrel Weathermaster Roof Tank.....	$1,065
35,000-Barrel Cone Roof Tanks.....	$1,385 Each
10,000-Barrel Cone Roof Tank.....	$665

If you wish to have these tanks equipped with an automatic tank gage, Shand & Jurs 2006 or equal, the following prices would apply:

For Cone Roof Tanks.....	$520 Each
For Floating Roof Tank....	$720

We attach our General Specifications, Revision 4, which will apply and are hereby made a part of this proposal.

The above-quoted prices are based upon receiving an order for all four tanks quoted and are contingent upon your furnishing us well-drained readily accessible tank foundations with a minimum of 20' clear around each tank pad. We would expect you to furnish us these foundations in a sequence that would permit us to have continuous work. Any cost or waiting time due to incomplete foundations or other delays within your control would be for your account.

Sales taxes, use taxes, gross receipts taxes, and/or other similar taxes imposed on the Chicago Bridge & Iron Company or the purchaser with respect to any vessel or structure furnished under this proposal or the material therefor will be for the account of the purchaser and will be invoiced as additions to the price quoted for such vessel or structure.

The prices quoted are contingent upon our performing this work along with other work which we currently have in Pago Pago. We anticipate completing the current work approximately August 1, 19[illegible] and would want to begin construction of these structures at that time. We estimate that it would require our field forces approximately 16 weeks to complete this construction after arrival of materials at the jobsite. In order to maintain this schedule, it would be necessary that we have your order by January 15, 1965.

All shipping and completion promises are contingent on delays beyond our reasonable control, including but not limited to strikes, governmental actions, and voluntary allocations by the steel mills.

PLAINTIFF EXHIB.
SDY NO. 280 FOR IDENT.
MARK CALANTY, C.S.R. #3019

CHICAGO BRIDGE & IRON COMPANY

Pacific Coconut Processing Corporation
Attention: Mr. Ray Turnbull

Terms of Payment: The contract price shall be paid in funds current at par in New York or Chicago, U.S.A., free of all collection charges, as follows:

a) Forty percent (40%) of the contract price shall be due when the material has been received by Chicago Bridge & Iron Company;

b) Twenty-five percent (25%) of the contract price shall be due on shipment of the material to the jobsite and before erection is started;

c) Twenty-five percent (25%) of the contract price shall be due on completion of the erection of the structure; and

d) The balance of the contract price shall be due on completion of all other work required of Chicago Bridge & Iron Company and on test or inspection and acceptance of the structure, or if such test or inspection is delayed for reasons attributable to the purchaser, then, because of the contract price shall be due within thirty (30) days after the work is ready for test or inspection.

If the contract covers more than one structure, each structure or its equivalent tonnage shall be considered a unit and the terms of payment above listed shall be applied separately to each unit.

We wish to thank you for the opportunity of bidding on this requirement and sincerely hope that we have the pleasure of furnishing these structures for you.

Very truly yours,

CHICAGO BRIDGE & IRON COMPANY

R. A. Johrde
District Manager - Contracting

RAJ:sac
Enclosures
SY-1954

PLAINTIFF — EXHIB.
SDY NO. 293 FOR IDENT.
MARK CALANTY, C.S.R. 9018

UUUU288

SPECIFICATIONS FOR WELDED STORAGE TANKS

CAPACITY 35,000 Barrel SPECIFICATIONS: API-650

DIAMETER 80'0" HEIGHT 40'0"

ITEM	TYPE or MARK	MATERIAL	THICKNESS	TYPE of JOINT
BOTTOM	Flat	A-283-C	1/4"	Lap Weld
SHELL	RING NO. 1	A-283-C	0.454"	Butt Weld
	2	A-283-C	0.361"	Butt Weld
	3	A-283-C	0.268"	Butt Weld
	4	A-283-C	0.250"	Butt Weld
	5	A-283-C	0.250"	Butt Weld
	6			
	7			
ROOF				
	Cone	A-283-C	3/16"	Lap Weld

TOP ANGLE SIZE: 3" x 3" x 3/8"

FITTINGS:

NO.	SIZE	DESCRIPTION	NO.	SIZE	LOCATION
1	20"	Shell Manhole	2	[illegible]	[illegible]
1	20"	Roof	1	[illegible]	[illegible]

ACCESSORIES:

One	[illegible] Stairway
One	[illegible]'s Platform

PLAINTIFF — EXHIB.
SDY NO. 295 FOR IDENT.
MARK CALANTY, C.S.R. 9018

UUUU289

CHICAGO BRIDGE & IRON COMPANY

[illegible] SECTIONS MAY BE USED S.F. EST. NO. [illegible] DATE 11/30/64

FORM [illegible]

SPECIFICATIONS FOR WELDED STORAGE TANKS

CAPACITY 10,000-Barrel SPECIFICATIONS: API 650

DIAMETER 42'6" HEIGHT 40'0"

ITEM	TYPE or MARK	MATERIAL	THICKNESS	TYPE of JOINT
BOTTOM	Flat	A-283-C	1/4"	Lap Weld
SHELL	RING NO. 1	A-283-C	0.241"	Butt Weld
	2	A-283-C	0.192"	Butt Weld
	3	A-283-C	0.1875"	Butt Weld
	4	A-283-C	0.1875"	Butt Weld
	5	A-283-C	0.1875"	Butt Weld
	6			
	7			
ROOF				
	Cone	A-283-C	3/16"	Lap Weld

TOP ANGLE SIZE:

FITTINGS:

NO.	SIZE	DESCRIPTION	NO.	SIZE	DESCRIPTION
1	20"	Shell Manhole	2	8"	Shell Nozzle
1	20"	Roof Manhole	1	8"	Roof Nozzle

ACCESSORIES:

One	Spiral Stairway
One	Gager's Platform

PLAINTIFF EXHIB.
SDY NO. 211 FOR IDENT.
MARK GALANTY, C.S.R. #[illegible]

UUUU290

CHICAGO BRIDGE & IRON COMPANY

EQUIVALENT SIZES MAY BE USED S.P. EST. NO. 15940 DATE 11/30/64

FORM SA-[illegible]

SPECIFICATIONS FOR WELDED STORAGE TANKS

CAPACITY 20,000-Barrel SPECIFICATIONS: API 650

DIAMETER 60'0" HEIGHT 40'0"

ITEM	TYPE or MARK	MATERIAL	THICKNESS	TYPE of JOINT
BOTTOM	Flat	A-283-C	1/4"	Lap Weld
SHELL	RING NO. 1	A-283-C	0.341"	Butt Weld
	2	A-283-C	0.271"	Butt Weld
	3	A-283-C	0.250"	Butt Weld
	4	A-283-C	0.250"	Butt Weld
	5	A-283-C	0.250"	Butt Weld
	6			
	7			
ROOF	Dome Roof (Fixed)	A-283-C	3/16"	Lap Weld
	Weathermaster Floater	A-283-C	3/16"	Lap Weld

TOP ANGLE SIZE: 2-1/2" x 2-1/2" x 5/16"

FITTINGS:

NO.	SIZE	DESCRIPTION	NO.	SIZE	DESCRIPTION
1	20"	Shell Manhole	2	8"	Shell Nozzle
1	20"	Roof Manhole	3	8"	Roof Nozzle

ACCESSORIES:

One	Spiral Stairway
One	Gager's Platform
One	Inside Ladder

PLAINTIFF EXHIB.
SDY NO. 211 FOR IDENT.
MARK GALANTY, C.S.R. #[illegible]

UUUU291

CHICAGO BRIDGE & IRON COMPANY

[illegible] SIZES MAY BE USED S.P. EST. NO. [illegible] DATE 11/30/64

FO[illegible]

OCEANIC PETROLEUM C[illegible]ION

REPORT ON EXAMINATION

DECEMBER 31, 1963

PLAINTIFF EXHIB.
SDNY NO. 292 FOR IDENT.
MARK GALANTY, C.S.R. #3019

GEORGE R. FUNARO & CO.
CERTIFIED PUBLIC ACCOUNTANTS
370 LEXINGTON AVENUE
NEW YORK 17, N. Y.
MURRAY HILL 3-8484

R. FUNARO, C.P.A.
BERGMAN, C.P.A.
COHEN, C.P.A.

May 14, 1964

Board of Directors
Oceanic Petroleum C[illegible]ation
Panama City, Pan[illegible]

Gentlemen:

[illegible] fiscal year of Ocean[illegible] Petroleum Corporation ended on November 30, 1963, for which period the annual report had been previously submitted.

This report covers the twelve month period - January 1, 1963 to December 31, 1963.

Exhibit A-2

PLAINTIFF EXHIB.
SDNY NO. 292 FOR IDENT.
MARK GALANTY, C.S.R. #3019

OCEANIC PETROLEUM CORPORATION

BALANCE SHEET

DECEMBER 31, 1963

ASSETS

Current Assets		
Cash in Banks		$ 112,480.72
Accounts Receivable		1,984,145.35
Other Receivables		116,617.70
TOTAL CURRENT ASSETS		2,213,243.77
Accounts with Affiliated Companies		
Summit Industrial Corporation (Panama)	$1,882,092.09	
U.S. Summit Corporation (Panama)	138,423.00	
Oceanic Process Corporation	81,612.37	
U.S. Summit Corporation	230,000.00	
Peninsula Petroleum Corporation	75,832.28	2,418,882.74
Investment - Thai Asphalt Eng. Co.		242,130.74
Loans Receivable		319,762.80
TOTAL ASSETS		$5,194,020.05

PLAINTIFF EXHIBIT
SDNY NO. 294 FOR IDENT.
MARK GALANTY, C.S.R. #3319

U0000294

GEORGE B. FUNARO & CO.

OCEANIC PETROLEUM CORPORATION

BALANCE SHEET

DECEMBER 31, 1963

LIABILITIES

Accounts Payable	$2,206,536.30
Accrued Expenses	19,369.93
Loans Payable	22,000.00
TOTAL LIABILITIES	$2,247,906.23

CAPITAL

Capital Stock		$ 1,000.00
Surplus		
Balance	$2,800,406.11	
Net Profit for the year -		
January 1, 19[illegible]		
December 31, [illegible]	644,687.71	2,945,093.82
TOTAL CAPITAL		2,946,093.82
TOTAL LIABILITIES AND CAPITAL		$5,194,000.05

PLAINTIFF EXHIBIT
SDNY NO. 295 FOR IDENT.
MARK GALANTY, C.S.R. #3319

U0000295

GEORGE B. FUNARO & CO.

OCEANIC PETROLEUM CORPORATION

STATEMENT OF PROFIT AND LOSS

JANUARY 1, 1963 TO DECEMBER 31, 1963

Sales		$8,946,688.65
Cost of Sales		
Purchases	$6,415,544.54	
Charter Costs	1,455,552.22	
Other Costs	104,383.69	
Financing Charges	104,314.77	
COST OF GOODS SOLD		8,169,795.22
GROSS PROFIT		$ 776,893.43
Commissions Earned		45,660.88
TOTAL INCOME		$ 822,554.31
Expenses		
Consultin[illegible] and Service Fees	$ 153,825.00	
Traveling, Office and Miscellaneous	24,0[illegible].60	
TOTAL EXPENSES		177,833.60
NET PROFIT		$ 644,687.71

0000296

GEORGE P. FUNARO & CO.

BRIEFING ON SAMOA TERMINAL

1. Tank Battery Site
   a. Consideration-Rental-Portion now leased by GAS.
   b. Preparation-costs to be borne by Public Works.
   c. Timing-Expediting-Time is of essence to coordinate tank construction.
   d. Excavated material to PCPC waterfront area we designate.

2. Easements
   a. From waterfront to tanks through PCPC, across road.
   b. From tanks to Government powerhouse.
   c. From tanks to Starkist, Van Camp.

3. Governor's request to lower prices after amortization.

4. Pan American Contract - most important.
   a. PAA wants lower prices
   b. Udall wants to move Pacific hub to Samoa
   c. Governor wants more flights to service hotel.
   d. Governor and Intercontinental Hotels (PAA) to push.

4. Industrial Incentive Act.

5. Minimum quantities in contract.

6. Alternative supplier in event of war.

7. Gas Station Site - Past Rainmaker- conjunction with Motor Pool.

8. Lower prices if Standard leaves before our investment.

9. No port charges for tanker - no licenses - no fees.

10. Preliminary agreement - all parties -before Lee returns to Pago.
    a. Vince Evich says fish companies ready. Lee to expedite and force agreement. Companies waiting for Lee to push deal.

11. Free tank site at Tafuna airport for JP-1A fuel.

0000320

BRIEFING ON SAMOA TERMINAL

1. Tank Battery Site
   a. Consideration-Rental-Portion now leased by GAS.
   b. Preparation-costs to be borne by Public Works.
   c. Timing-Expediting-Time is of essence to coordinate tank construction.
   d. Excavated material to PCPC waterfront area we designate.
   e. Cost to be borne by -
2. Easements
   a. From waterfront to tanks through PCPC, across road.
   b. From tanks to Government powerhouse.
   c. From tanks to Starkist, Van Camp.
3. Governor's request to lower prices after amortization. (Govt diesel only)
4. Pan American Contract - most important.
   a. PAA wants lower prices
   b. Udall wants to move Pacific hub to Samoa
   c. Governor wants more flights to service hotel.
   d. Governor and Intercontinental Hotels (PAA) to push.
4. Industrial Incentive Act.
5. Minimum quantities in contract.
6. Alternative supplier in event of war.
7. Gas Station Site - Past Rainmaker- conjunction with Motor Pool.
8. Lower prices if Standard leaves before our investment.
9. No port charges for tanker - no licenses - no fees.
10. Preliminary agreement - all parties -before Lee returns to Pago.
    a. Vince Evich says fish companies ready. Lee to expedite and force agreement. Companies waiting for Lee to push deal.
11. Free tank site at Tafuna airport for JP-1A fuel.

PAA - no. Intercontinental - operates Hotel - (

Management has talked to PAA officials no. more to re. Pago -

BRIEFING ON SAMOA TERMINAL

1. Tank Battery Site
   a. Consideration-Rental-Portion now leased by GAS.
   b. Preparation-costs to be borne by Public Works.
   c. Timing-Expediting-Time is of essence to coordinate tank construction.
   d. Excavated material to PCPC waterfront area we designate.
   e. Cost to be borne by -
2. Easements
   a. From waterfront to tanks through PCPC, across road.
   b. From tanks to Government powerhouse.
   c. From tanks to Starkist, Van Camp.
3. Governor's request to lower prices after amortization. (Govt diesel only)
4. Pan American Contract - most important.
   a. PAA wants lower prices
   b. Udall wants to move Pacific hub to Samoa
   c. Governor wants more flights to service hotel.
   d. Governor and Intercontinental Hotels (PAA) to push.
4. Industrial Incentive Act. (OIL deal would not pay Taxes)
5. Minimum quantities in contract.
6. Alternative supplier in event of war.
7. Gas Station Site - Past Rainmaker- conjunction with Motor Pool.
8. Lower prices if Standard leaves before our investment.
9. No port charges for tanker - no licenses - no fees.
10. Preliminary agreement - all parties -before Lee returns to Pago.
    a. Vince Evich says fish companies ready. Lee to expedite and force agreement. Companies waiting for Lee to push deal.
11. Free tank site at Tafuna airport for JP-1A fuel.

PAA - no. Intercontinental - operates Hotel - (

Management has talked to PAA officials no. more to re. Pago -

POSITIVE EXHIBIT
SDV NO. 322 FOR IDENT.
MAJOR GALANTY, C.S.R. #2019

Actual doodling of J.T. Shaw, President of Summit Industrial Corp.
He was going to supply the oil to us in Samoa.

Tankage 250,000 bbls @ 2.00 = $500,000
pipe line $100,000
Sub-terminal $30,000
pier 2 berth $50,000
loading facilities $30,000
pumps $10,000
1 Barge self propelled 300' Tow $150,000
1 " non-propelled
Contingency 50,000

$920,000

Interest 6% 210,000

1130,000

depreciation 1,130,000 ÷ 7 = $161,000 per year

305 ~~305~~

0000325

Stuck for make fee $60,000.

Esso — Hono — C.H. Abrahamsen Olsen or Ditler
Supt Pac Ops. Reg Mgr.

Appt - Gov. Lee 9:30 AM

1. Split cost of LSD — ?
2. Letter from Le 300,000 yds plus total, not more than 10% less site or 350,000 cu/yds - Dilbey low man + transportation
3. Tafuna Land — Immediate survey and advertisement
4. Tafuna completion will stockpile any amount at 53¢ yd.
5. Save $2 million by not fixing Pago dock
6. Use D cat for 1 hr to clean old road — dieless lease 3 opts 10 yrs each - 55 years Peterson coming in
7. Our front - loc make dock and fill — set back 30 ft from water - to consider sand seam for better same base prov
8. Tonga crew 24 for dredging — approved ?
9. See Tafuna this afternoon.
10. Guarantee quitclaim from Esso —
11. Offer Claussen use of our dredge after 30 April. Claus can do faster job - free at 9,000 yd.
12

See Baydowich — dredge & seal.

EXHIBIT FOR IDENTIFICATION 245 DSV 75
0000507

2:45 appt - Lee -

1. Clausen talk 1. Merritt chapman Scott - $300,000.+ Mobilgas
   1. Dredging 2. Asau Bay first - then Lipia Lubor.
   2. Lumber
      a) Possible sawmill
      b) Banana crates
      c) Barging back finished product - "at cost"
         ① Ties two Samoas together - mutual benefit
      d) Work out taxes (export)
      e) Permission for January timber cruise.
   3. Petroleum products - another Samoa item
   4. Michael Meredith - Asst. Secretary to the Govt.
   5. Governor Lee to push deal.
   6. Two Australian firms made proposal for logs - we can beat them at.

EXHIBIT
FOR IDENTIFICATION
D. S. VINT
9-25, 1975

MOBIL

MR. CHARLES SMALL, OPERATIONS MANAGER
AUSTRALIA

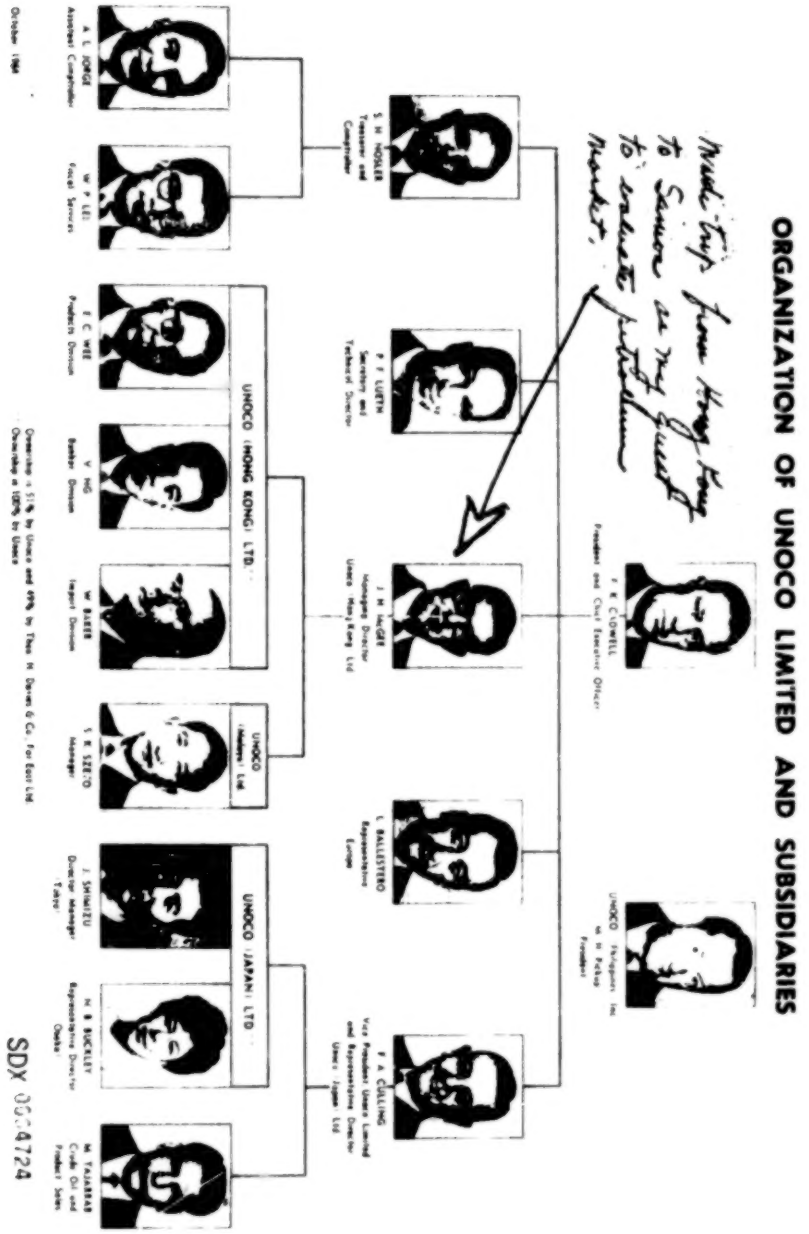
BE IN PAGO AFTER 7/1/64

CABLE ADDRESS:

MOBILOIL
MELBOURNE, AUSTRALIA

MARK FOR "SMALL"

Tui Duff Rep
Offer 0001649
Honiara, S.P.
12-2-75



Unoco (Malaya) Limited

AN OVERSEAS MARKETING SUBSIDIARY OF UNION OIL COMPANY OF CALIFORNIA

J. H. McGEE
VICE PRESIDENT

9th FLOOR, A-MERICAN INTERNATIONAL BUILDING,
L ROBINSON ROAD,
SINGAPORE, L
TELEPHONE 70000 7
CABLE ADDRESS: "PETROLEUM SINGAPORE"

SDX 0004728

Dear Ray;

Hope you arrived home on schedule and somehow found time to get a little rest.

I arrived in Sydney on time and had a busy day making calls on people who had answered an advertisement I had put in the local papers a week earlier. Called on a company selling used fork lifts. They are sending me complete details and I will forward direct to you. One of the lifts is a 6000 lbs. fuel diesel, 12 foot lift, 6ft frames They were asking $ 6,900.00 which is slightly over $ 4,000.00 Aust. Sydney. Will check prices here and in Manila as well.

Went by to pick up my bicycle but someone had borrowed it so took in a night club alone and left for Singapore

Didn't want to argue in front of your friends about paying my hotel expense but there is no reason for you to do this, I owe you and I am sending you something

Unoco (Malaya) Limited

AN OVERSEAS MARKETING SUBSIDIARY OF UNION OIL COMPANY OF CALIFORNIA

J. H. McGEE
VICE PRESIDENT

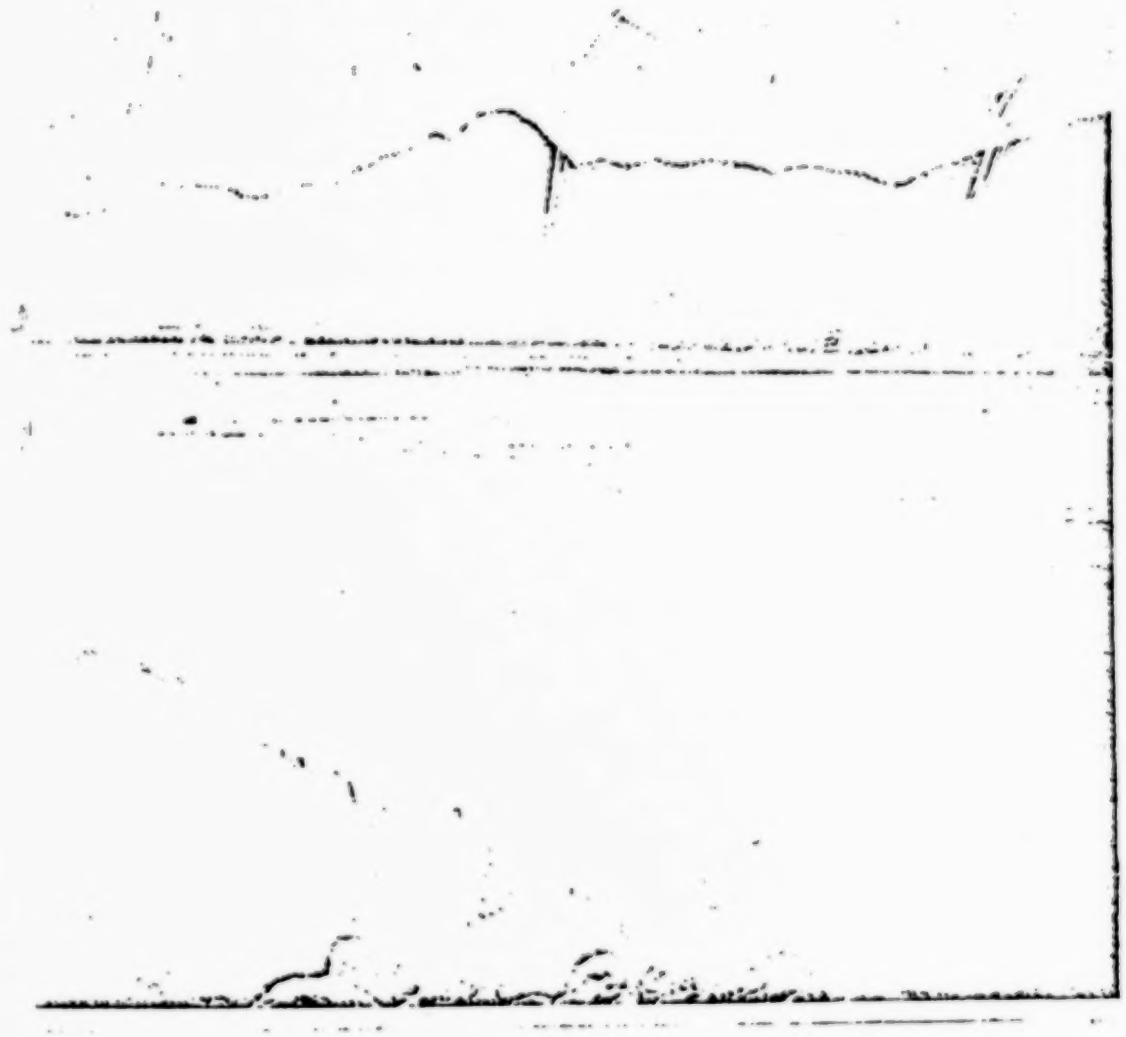
9th FLOOR, AMERICAN INTERNATIONAL BUILDING,
6 ROBINSON ROAD,
SINGAPORE, 1.
TELEPHONE 75906-7
CABLE ADDRESS "PETROLEUM SINGAPORE"

you and Warren can use.
Will send it to Pacific Coconut Processing Corp, Samoa as equipment for the plant Corp. Samoa as equipment for the plant so it should be tax exempt. Will alert Warren to be on the lookout for it.

Thanks for all your help and sincerely hope I can submit the proposal in sufficient clarity to assure fast approval.

Regards
Jim

SDX 0004729

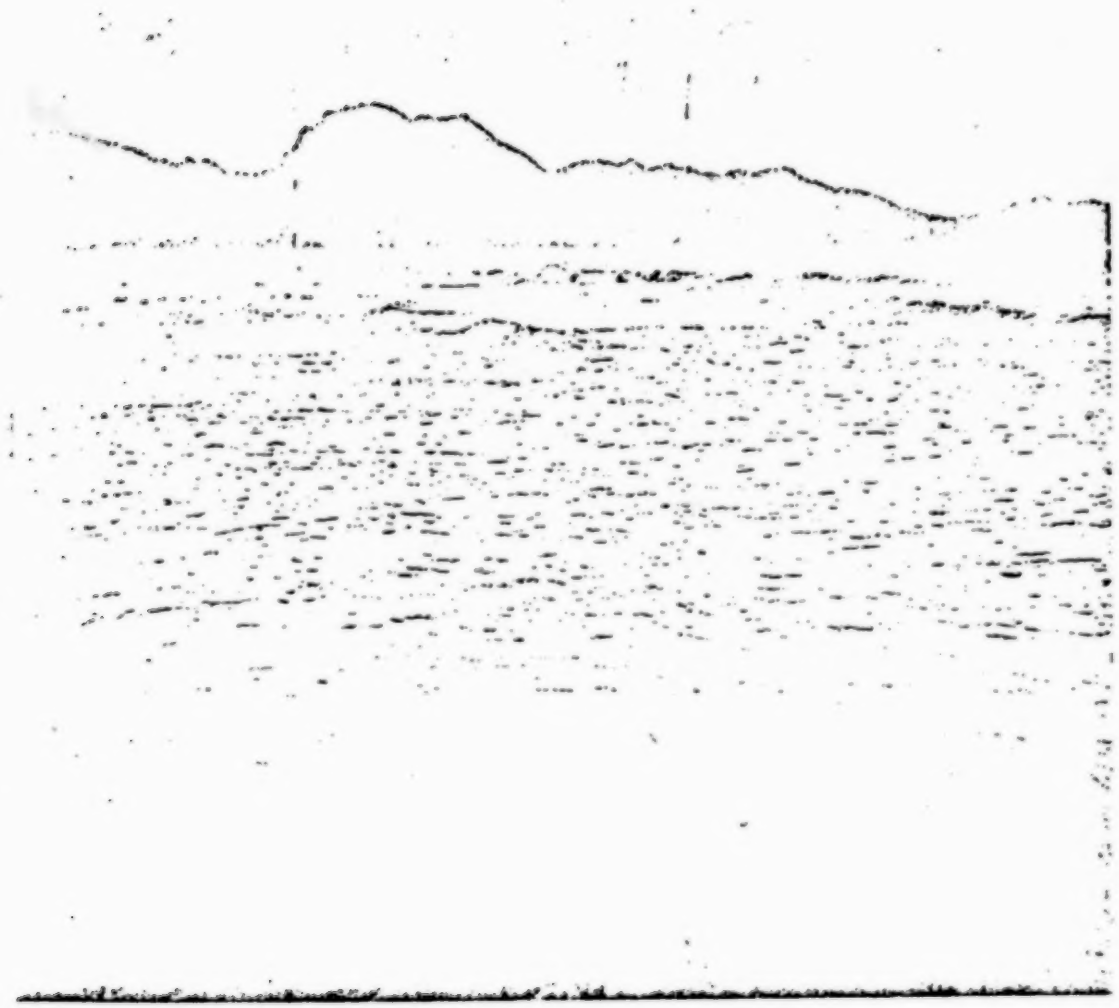


oking into Ku'Uli Lagoon fron sea entrance. The Bay turns right past Coconut int (clump of palms across present channel). At low tide the tidal flats are posed.

(Return pictures after use)

SDX 0004951

Place pictures alongside of each other for general panorama



:rance to Nu'Uli Lagoon (Tafuna). Channel would be widened, buoyed and
oened. Tankers could lie offshore and unload petroleum product via pipeline
come through channel to dock and turning basin .

SDX UU04952

February, 17, 1964

To: Ray Turnbull

From: Don Schmuck

Subject: Samoa Dredging and Land Reclamation

1. Our computations, based on a fill of 85.5 acres to a height of about 7 or 8 feet above sea level from a variable depth of water (yet to be determined) indicate a fill requirement of about 2,000,000 cubic yards. We have laid out two alternatives for dredging: one with an entrance channel 400 feet wide and a turning basin in the inner harbor; and a second plan with reduced dimensions including a channel 200 feet wide. The first plan would result in nearly 4,000,000 cubic yards of dredging which would produce surplus fill. The alternate plan would dredge about 2,800,000 cy which would be about minimum for a useful harbor. Both plans would dredge to 35 feet.

2. Based on the use of your dredge, the following rough cost figures can be used for your purposes:

   a. Reclaimed land will cost you about 54¢ per square foot of useful surface. For the 3,966,000 sq. ft., then, the cost will be about $2,000,000. This does not include cost of purchasing and moving dredge, but does include total cost of operations.

   b. Any rip rap would be an additional cost. (It appears that the coral fill would be reasonably stable at about 45° or better. This means that a dock about 30 feet wide would give you 35 feet depth along side).

   c. A concrete dock 30 feet wide can be built for about $600 per linear foot. If you faced the entire reclaimed water front with a continuous concrete dock, your costs would be about $3,000,000.

   d. Sheet piling driven at water's edge and backed with fill can be done at substantially less cost (perhaps half as much) and might be preferable except for those concrete docks required by your tenants at specific locations.

   e. Due to the limited capacity of the small dredge, the project will last from 19 to 24 months. A large dredge, of course, could do it in half the time, but your mobilization costs would be heavy.

   f. The proposed dredge will require 4 or 5 feet of water and it appears likely it could enter Tafuna Bay without extensive work on the channel.

D. M. Schmuck

DMS/mp

SDX UU04944

P.C.PC. GENERAL LETTERS FILE

Turnbull Dep.
Deft. 5DX ... 1636
gm Valdez, N.P
12-2-75

234

PACIFIC COCONUT INFO

Turnbull Dep.
Deft 5DX [illegible]
gm Valdez, N.P
12-2-75

235

PAGO-PLANT DOCK PRINTS
WALKER-MOODY CO.

Turnbull Dep.
Dkt SOX
Jm Valdez n.p.
12-2-78

237

Turnbull Dep.
Dkt SOX
Jm Valdez n.p.
12-2-78

236

MISCELLANEOUS CORRESPONDENCE
R.C.T.

UNOCO
CORRESPONDENCE AND SURVEY

239

Turnbull Dep.
Daft SDX 0001545
Fm Valdez, T.P
12-2-75

238

MOBIL PETROLEUM CORPORATION

Correspondence

Turnbull Dep.
Daft SDX 0001544
Fm Valdez, T.P
12-2-75

SUMMIT INDUSTRIAL CORPORATION
CORRESPONDENCE

Turnbull Dep
Aff COX 000166
of Valdez, A.P.
12-2-75

COX
12-2-75

240

PETROLEUM - CONFIDENTIAL
Bentley Williams - Letter

Turnbull Dep
Aff COX 000164
of Valdez, A.P.
12-2-75

241

CORRESPONDENCE - GOV. LEE
Year 1965 -

Turnbull Dep
Exhibit 1001338
8/17/2005
12-2-75

3. New Documents: Produced Before, but Not by Turnbull or McCook

January 31, 1963

Mr. H.W. Sanders
Union Oil Center
Los Angeles, California

Re: Union Oil Bulk Plant at Pago Pago, American Samoa

Dear Mr. Sanders:

As you requested at our meeting earlier in the week, I am sending you herewith certain detailed information pertaining to the commercial advisability of establishing Union Oil bulk plant facilities at Pago Pago, American Samoa.

It is my understanding that the construction of said facilities and leasing the same to a competent local operator would properly come under the jurisdiction of Unoco, Ltd., a Union Oil subsidiary, with headquarters in Hong Kong. Consequently, you have told me that you propose sending the information supplied herewith to Mr. Cadwell, head of the Unoco, Ltd., offices in Hong Kong, so that if sufficient interest is generated on the part of Unoco, Ltd., arrangements could be made for me to meet with Mr. McGee, of Mr. Cadwell's office, and the Governor of American Samoa at Pago Pago at the time of my next business trip to the island, probably during early March, 1963.

As I told you at our meeting, the industrial growth of American Samoa has been substantial during the past several months, and the general economic picture for the future is indeed bright. On January 22, 1963, final arrangements were concluded with the Government of American Samoa whereby plant sites were created and agreed upon for the location of the new Star Kist tuna cannery (Star Kist is to be merged with H.J. Heinz, subject to stockholder approval), the American Can Company plant which will supply cans to Star Kist and the existing Van Camp tuna canneries, and our own Pacific Coconut Processing Corporation facility. The addition of these three new major companies can only serve to give a considerable boost to the Samoan economy in terms of expanded employment opportunities and an increased standard of living, because up until now, the only industry located at American Samoa has been the Van Camp tuna cannery.

In terms of increased consumption of petroleum products, there will now be a total of approximately 200 Japanese fishing boats using Pago Pago as their home port for the delivery of tuna, these boats being 135-foot, diesel-powered fishing craft all contracted for in Japan. The increase in the number of Japanese fishing boats will be approximately 100% in that Van Camp has been contracting for about 100 Japanese boats to the present date.

In addition to the increased number of tuna boats operating out of Pago Pago, other shipping facilities which represent potential customers of petroleum products are as follows:

PLAINTIFF'S EXHIB. NO. 93-96 FOR IDENT. MARK GALANTY, C.S.R. #3018
9-27-75

0000093

(a) The Matson Navigation Company, The General Steamship Company, and The Union Steamship Company all have freighters and cruise ships which make Pago Pago a regular port of call. General Steamship is about to add an additional freighter, and the Matson Navigation Company has already added an additional freighter just within the past few months.

(b) The Tonga Copra Board will be operating two freighters on regular weekly runs to Pago Pago; one of these freighters has not been put into service yet but will be in operation before the end of this year.

(c) The Government of American Samoa operates a number of inter-island diesel-powered ships, and also some daily-running personnel boats of the Navy vintage LCI, LCM and LCVP.

(d) Personnel and freight ships are already in operation on a regular basis between Western Samoa and Pago Pago.

In view of the foregoing, marine delivery facilities would seem definitely justified near or adjacent to the industrial complex being created at the area indicated on the survey map enclosed herewith. In our preliminary discussions with the Governor, two possible sites were suggested for the establishment of such a marine facility in close proximity to the new industrial complex. Space could also be made available under a long-term lease from the Government of American Samoa for the location of bulk tanks near or adjacent to the proposed marine delivery station.

Apart from the market for marine fuels, a substantial existing market with expanding future potential is also available for aviation fuels and lubricants.

The Government, as shown on the enclosed aerial photograph, has recently completed a 12,000-foot jet landing strip at a cost of approximately $9 million, thereby bringing Pago Pago within easy reach of the Hawaiian Islands (4 hours 45 minutes flying time) by jet clipper. At the present time, the Pago Pago Airport is served by Pan American jets and also by TEAL and Polynesian Airlines. South Pacific Airlines has coverted their operation of Constellations between Honolulu, Pago Pago and Tahiti to jet service from San Francisco and Los Angeles to Pago Pago and Tahiti via Honolulu, such service to commence immediately upon receipt of final C.A.B. route approval. Furthermore, Secretary of the Interior Udall has publicly announced that TAI will hereafter be required to stop at Pago Pago, as he intends to justify the expenditure of federal funds for the new jet strip by making Pago Pago the hub of South Pacific air traffic instead of Fiji.

Upon completion of the new hotel facilities planned for this year and next, increased tourist traffic to Pago Pago will lead to a substantial increase

PLAINTIFF EXHIB.
NO _____ FOR IDENT.
MARK GALANTY, ...

in existing air traffic and the establishment of expanded feeder facilities to many of the neighboring islands. For example, negotiations are now in progress between Tonga, Western Samoa and South Pacific Airlines for the purpose of establishing specified feeder facilities. Consequently, the market for aviation fuels and lubricants, although relatively new, should expand considerably in the immediate future. As indicated on the enclosed map, aviation delivery facilities could be established on a long-term government lease at the airport, these facilities to be supplied from off-shore tanker loading lines.

It should also be noted that a substantial increase in the consumption of ordinary fuels for motor vehicles can be anticipated. As the development of American Samoa proceeds with the construction of new industrial, commercial, hotel and government facilities, the demand for gasoline and other petroleum products for automobiles, trucks, buses and construction equipment must, of necessity, increase substantially. The Governor has obtained in Washington two of the biggest budgets ever for this year and next - $12 million for each year. A substantial portion of these government funds is earmarked for an extensive road building program designed to make most of American Samoa readily accessible to all types of motor vehicles.

At the present time, the only existing bulk plant facilities at Pago Pago are those belonging to Standard Oil of California. As shown on the enclosed map, these facilities are particularly badly located in terms of the planned industrial and commercial expansion discussed above. Furthermore, the Government of American Samoa is most anxious to establish additional bulk plant facilities in the name of a second company due to Standard Oil's monopoly position which has not led to a very satisfactory relationship with either the Government or the local Samoan consumers. As a result, the Governor has engaged in serious negotiations with Mobile of New Zealand, who have indicated considerable interest, but due to the efforts of my client, Raymond C. Turnbull, President of Pacific Coconut Processing Corporation, a second bulk plant franchise could be obtained from the Governor for Union Oil, or its Unoco, Ltd., subsidiary, in the event such a proposition appears attractive.

In order to justify the establishment of a second bulk plant franchise at Pago Pago on the basis of present business and not just for the sake of creating competition for Standard Oil, the Governor has supplied figures which are enclosed herewith showing the total imports of various types of petroleum products during the two immediately-preceding fiscal years. Of course, these figures do not include the last six months of 1962 or the first month of 1963 which period should reflect a substantial increase in most categories. Moreover, even on the basis of completely up to date figures, much of the industrial, commercial and other expansion indicated

above would not be reflected. As a result, the figures supplied are only given to indicate the existence of an already substantial market without taking into account at all the future potential from just the expansion now contemplated. Additional expansion and increased future potential, while perhaps speculative as to degree at this writing, is sure to follow from the expansion now planned.

If Union Oil, through its subsidiary Unoco, Ltd., is interested in studying further the prospects of American Samoa as a potentially booming new market outlet, I would appreciate your having Mr. Cadwell so inform me at his earliest convenience so that arrangements can be made to meet with his Mr. McGee in Pago Pago at a time when the Governor will be present, hopefully during early March of this year. In addition, I will be glad to offer my services and the good offices of my client, Mr. Turnbull, in helping with the negotiation of a long-term land lease from the Government of American Samoa, the obtaining of a competent local operator for a new bulk plant facility, and with whatever governmental, legal or other matters which may rise in obtaining a satisfactory new bulk plant franchise at Pago Pago.

Meanwhile, if you or Mr. Cadwell have any questions pertaining to this matter, please do not hesitate to get in touch with me.

With best and warmest regards,

Very sincerely,

REESE H. TAYLOR, JR.

Enclosures:
Map
Aerial Photograph
Exhibit

0000096

REESE H. TAYLOR, JR.
ATTORNEY AT LAW
8530 WILSHIRE BOULEVARD
SUITE 309
BEVERLY HILLS, CALIFORNIA
OLYMPIA 2-0014

January 31, 1963

Mr. H.W. Sanders
Union Oil Center
Los Angeles, California

Re: Union Oil Bulk Plant at Pago Pago, American Samoa

Dear Mr. Sanders:

As you requested at our meeting earlier in the week, I am sending you herewith certain detailed information pertaining to the commercial advisability of establishing Union Oil bulk plant facilities at Pago Pago, American Samoa.

It is my understanding that the construction of said facilities and leasing the same to a competent local operator would properly come under the jurisdiction of Unoco, Ltd., a Union Oil subsidiary, with headquarters in Hong Kong. Consequently, you have told me that you propose sending the information supplied herewith to Mr. Cadwell, head of the Unoco, Ltd., offices in Hong Kong, so that if sufficient interest is generated on the part of Unoco, Ltd., arrangements could be made for me to meet with Mr. McGee, of Mr. Cadwell's office, and the Governor of American Samoa at Pago Pago at the time of my next business trip to the island, probably during early March, 1963.

As I told you at our meeting, the industrial growth of American Samoa has been substantial during the past several months, and the general economic picture for the future is indeed bright. On January 22, 1963, final arrangements were concluded with the Government of American Samoa whereby plant sites were created and agreed upon for the location of the new Star Kist tuna cannery (Star Kist is to be merged with H.J. Heinz, subject to stockholder approval), the American Can Company plant which will supply cans to Star Kist and the existing Van Camp tuna canneries, and our own Pacific Coconut Processing Corporation facility. The addition of these three new major companies can only serve to give a considerable boost to the Samoan economy in terms of expanded employment opportunities and an increased standard of living, because up until now, the only industry located at American Samoa has been the Van Camp tuna cannery.

In terms of increased consumption of petroleum products, there will now be a total of approximately 200 Japanese fishing boats using Pago Pago as their home port for the delivery of tuna, these boats being 135-foot, diesel-powered fishing craft all contracted for in Japan. The increase in the number of Japanese fishing boats will be approximately 100% in that Van Camp has been contracting for about 100 Japanese boats to the present date.

In addition to the increased number of tuna boats operating out of Pago Pago, other shipping facilities which represent potential customers of petroleum products are as follows:

97 77
9-25-76
(McGee)

0000097

REESE H. TAYLOR, JR.
ATTORNEY AT LAW
8530 WILSHIRE BOULEVARD
SUITE 308
BEVERLY HILLS, CALIFORNIA

(a) The Matson Navigation Company, The General Steamship Company, and The Union Steamship Company all have freighters and cruise ships which make Pago Pago a regular port of call. General Steamship is about to add an additional freighter, and the Matson Navigation Company has already added an additional freighter just within the past few months.

(b) The Tonga Copra Board will be operating two freighters on regular weekly runs to Pago Pago; one of these freighters has not been put into service yet but will be in operation before the end of this year.

(c) The Government of American Samoa operates a number of inter-island diesel-powered ships, and also some daily-running personnel boats of the Navy vintage LC1, LCM and LCVP.

(d) Personnel and freight ships are already in operation on a regular basis between Western Samoa and Pago Pago.

In view of the foregoing, marine delivery facilities would seem definitely justified near or adjacent to the industrial complex being created at the area indicated on the survey map enclosed herewith. In our preliminary discussions with the Governor, two possible sites were suggested for the establishment of such a marine facility in close proximity to the new industrial complex. Space could also be made available under a long-term lease from the Government of American Samoa for the location of bulk tanks near or adjacent to the proposed marine delivery station.

Apart from the market for marine fuels, a substantial existing market with expanding future potential is also available for aviation fuels and lubricants.

The Government, as shown on the enclosed aerial photograph, has recently completed a 12,000-foot jet landing strip at a cost of approximately $9 million, thereby bringing Pago Pago within easy reach of the Hawaiian Islands (4 hours 45 minutes flying time) by jet clipper. At the present time, the Pago Pago Airport is served by Pan American jets and also by TEAL and Polynesian Airlines. South Pacific Airlines has coverted their operation of Constellations between Honolulu, Pago Pago and Tahiti to jet service from San Francisco and Los Angeles to Pago Pago and Tahiti via Honolulu, such service to commence immediately upon receipt of final C.A.B. route approval. Furthermore, Secretary of the Interior Udall has publicly announced that TAI will hereafter be required to stop at Pago Pago, as he intends to justify the expenditure of federal funds for the new jet strip by making Pago Pago the hub of South Pacific air traffic instead of Fiji.

Upon completion of the new hotel facilities planned for this year and next, increased tourist traffic to Pago Pago will lead to a substantial increase

PLAINTIFF / EXHIB.
SDV NO. 44.99 FOR IDENT.
MARK CALAMITY, C.S.R. 6-013

REESE H. TAYLOR, JR.
ATTORNEY AT LAW
8530 WILSHIRE BOULEVARD
SUITE 308
BEVERLY HILLS, CALIFORNIA
OLYMPIA 5-0015

in existing air traffic and the establishment of expanded feeder facilities to many of the neighboring islands. For example, negotiations are now in progress between Tonga, Western Samoa and South Pacific Airlines for the purpose of establishing specified feeder facilities. Consequently, the market for aviation fuels and lubricants, although relatively new, should expand considerably in the immediate future. As indicated on the enclosed map, aviation delivery facilities could be established on a long-term government lease at the airport, these facilities to be supplied from off-shore tanker loading lines.

It should also be noted that a substantial increase in the consumption of ordinary fuels for motor vehicles can be anticipated. As the development of American Samoa proceeds with the construction of new industrial, commercial, hotel and government facilities, the demand for gasoline and other petroleum products for automobiles, trucks, buses and construction equipment must, of necessity, increase substantially. The Governor has obtained in Washington two of the biggest budgets ever for this year and next - $12 million for each year. A substantial portion of these government funds is earmarked for an extensive road building program designed to make most of American Samoa readily accessible to all types of motor vehicles.

At the present time, the only existing bulk plant facilities at Pago Pago are those belonging to Standard Oil of California. As shown on the enclosed map, these facilities are particularly badly located in terms of the planned industrial and commercial expansion discussed above. Furthermore, the Government of American Samoa is most anxious to establish additional bulk plant facilities in the name of a second company due to Standard Oil's monopoly position which has not led to a very satisfactory relationship with either the Government or the local Samoan consumers. As a result, the Governor has engaged in serious negotiations with Mobile of New Zealand, who have indicated considerable interest, but due to the efforts of my client, Raymond C. Turnbull, President of Pacific Coconut Processing Corporation, a second bulk plant franchise could be obtained from the Governor for Union Oil, or its Unoco, Ltd., subsidiary, in the event such a proposition appears attractive.

In order to justify the establishment of a second bulk plant franchise at Pago Pago on the basis of present business and not just for the sake of creating competition for Standard Oil, the Governor has supplied figures which are enclosed herewith showing the total imports of various types of petroleum products during the two immediately-preceding fiscal years. Of course, these figures do not include the last six months of 1962 or the first month of 1963 which period should reflect a substantial increase in most categories. Moreover, even on the basis of completely up to date figures, much of the industrial, commercial and other expansion indicated

PLAINTIFF EXHIB.
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REESE H. TAYLOR, JR.
ATTORNEY AT LAW
8830 WILSHIRE BOULEVARD
SUITE 309
BEVERLY HILLS, CALIFORNIA
—
OLYMPIA 5-0015

above would not be reflected. As a result, the figures supplied are only given to indicate the existence of an already substantial market without taking into account at all the future potential from just the expansion now contemplated. Additional expansion and increased future potential, while perhaps speculative as to degree at this writing, is sure to follow from the expansion now planned.

If Union Oil, through its subsidiary Unoco, Ltd., is interested in studying further the prospects of American Samoa as a potentially booming new market outlet, I would appreciate your having Mr. Cadwell so inform me at his earliest convenience so that arrangements can be made to meet with his Mr. McGee in Pago Pago at a time when the Governor will be present, hopefully during early March of this year. In addition, I will be glad to offer my services and the good offices of my client, Mr. Turnbull, in helping with the negotiation of a long-term land lease from the Government of American Samoa, the obtaining of a competent local operator for a new bulk plant facility, and with whatever governmental, legal or other matters which may rise in obtaining a satisfactory new bulk plant franchise at Pago Pago.

Meanwhile, if you or Mr. Cadwell have any questions pertaining to this matter, please do not hesitate to get in touch with me.

With best and warmest regards,

Very sincerely,

REESE H. TAYLOR, JR.

Enclosures:
Map
Aerial Photograph
Exhibit

PLAINTIFF EXHIB.
SDX NO. 92100 FOR IDENT.
MARK GALANTY, C.S.R. #3019

EXHIBIT

PETROLEUM PRODUCTS SHIPPED INTO
PAGO PAGO, AMERICAN SAMOA DURING
TWO PRECEDING YEARS*

PERIOD JULY 1, 1960 to JUNE 30, 1961

Aviation Gasoline	286,055	gals.
Motor gasoline	469,585	"
Pearl Oil	125,539	"
Diesel Fuel	2,997,310	"
Auto Diesel	260,052	"
Standard Bunker Fuel	343,436	"

PERIOD JULY 1, 1961 to JUNE 30, 1962

Aviation Gasoline	683,958	gals.
Motor Gasoline	746,137	"
Pearl Oil	114,047	"
Diesel Fuel	3,481,394	"
Auto Diesel	64,217	"
Standard Bunker Fuel	468,736	"

* Figures for fiscal year 1962 and 1963 will not be available until June 30, 1963. Also, no figures are indicated for packaged petroleum products but these can be obtained and submitted on gallonage or other convenient basis if desired.

PLAINTIFF EXHIB.
SDX NO. 92101 FOR IDENT.
MARK GALANTY, C.S.R. #3019

C O P Y C O P Y C O P Y C O P Y

March 1, 1963

Mr. Reese H. Taylor, Jr.
Attorney at Law,
8530 Wilshire Boulevard
Suite 309,
Beverly Hills, California,
U.S.A.

Dear Mr. Taylor:

Pago Pago, American Samoa

Mr. Sanders referred your letter dated January 31, 1963 regarding detailed plans and proposals for increased activity in Pago Pago, American Samoa, to Mr. F.K. Cadwell.

Mr. Cadwell has been on a rather extensive business trip throughout the Far East and London and because of this your letter as well as Mr. Sanders' letter, arrived after his departure.

I am very confident that Mr. Cadwell is going to be extremely appreciative of the opportunity to work with you and Mr. Turnbull on the possibility of constructing bulk petroleum facilities in Samoa. He has shown a keen interest and shares your optimism that there will be a tremendous economic growth in this area. We made a serious attempt two years ago to construct similar facilities in Tahiti and although our proposal was the most favourable to the Government we could not seem to secure the final approval from the French Government in Paris.

Your interest on our behalf in offering to assist us with the Government of American Samoa in negotiating a long-term land lease as well as putting us in contact with competent local operators is most appreciated.

Mr. Cadwell will return to Hongkong on March 15th, however I am sending him a carbon copy of this letter which we hope will reach him in Teheran, Iran. We would appreciate it if you could advise us of your current plans as to your return visit to Pago Pago. You indicated in your letter that it would be in the early part of March and we are wondering if there is any change in your schedule. If Mr. Cadwell feels after reviewing the preliminary economic study we are giving him that a representative should meet you in Pago Pago, it would of course be much more convenient to meet you the latter part of March or the 1st of April. Please let us hear from you.

Yours very truly,

James H. McGee
James H. McGee
Sales Manager

PLAINTIFF EXHIB. NO. [illegible] FOR IDENT. MARK CALAHAN, C. R. B. [illegible]

UUU0103

Union Oil Company of California

UNION OIL CENTER
LOS ANGELES 17, CALIFORNIA

July 11, 1963

Mr. Raymond C. Turnbull, President
Pacific Coconut Processing Corporation
8530 Wilshire Boulevard · Suite 309
Beverly Hills, California

Dear Mr. Turnbull:

Thank you very much for your hospitality yesterday and the opportunity to discuss details of development in Pago Pago. Your personal comments were most helpful, and I believe that I can now supply Mr. McGee the information he needs in evaluating this proposal.

In line with your interests is the enclosed story on "The Rising Tide of World Travel." This appeared in the First National City Bank of New York's Monthly Economic Letter for July, 1963.

Sincerely,

Paul F. Lueth

Dept SOX 0001181
J M Valdez, N.P.
11-11-72

STANDARD OIL COMPANY OF CALIFORNIA,
WESTERN OPERATIONS, INC.
141 MERCHANT STREET • HONOLULU 1 • HAWAII

MARKETING DEPARTMENT
TELEPHONE 509-911
W. H. DIYLER
REGIONAL MANAGER
C. A. PERKINS
RETAIL SALES MANAGER
C. H. ABRAMS
WHOLESALE SALES MANAGER
E. J. McGOWAN
ASSISTANT TO THE REGIONAL MANAGER

April 2, 1964

Mr. Raymond C. Turnbull, President
Pacific Coconut Processing Corp.
8530 Wilshire Boulevard
Suite 309
Beverly Hills, California

Dear Mr. Turnbull:

This refers to your letter dated March 23, 1964, directed to our Mr. F. A. Evans regarding the proposed harbor development in the lagoon near the Tafuna Airport which has been referred to us for our information.

We wish to thank you for this information and would be interested in any other information you might develop in the future.

Very truly yours,

C. H. ABRAMS

By _____
Special Representative
(Contractor & Aviation)

CB:en

EXHIB. PLAINTIFF NO. 147 FOR IDENT. MARK CALAS, U.S. DIST.

Mobil

Mobil Petroleum Company Inc.
150 EAST 42nd STREET, NEW YORK 17, N. Y.

May 6, 1964

Mr. R. C. Turnbull, President
Pacific Coconut Processing Company
3530 Wilshire Blvd.
Suite 309
Beverley Hills, California

Dear Mr. Turnbull:

Thank you for giving us the opportunity to consider your proposal regarding petroleum products for Samoa. We are also appreciative of the time you spent in explaining all of the details to us.

Mr. Keeley, who represents our vice president in Australia, is now communicating with people in the affiliate who handle Mobil products on the Pacific Islands. Either Mr. Keeley or I will advise you of additional information as soon as it is available.

We hope your trip to Washington and back to the Pacific Coast was pleasant.

Sincerely,

Clyde Port
Marketing Manager

abw

EXHIB. PLAINTIFF NO. _____ FOR IDENT. MARK CALAS, U.S. DIST.

GOVERNMENT OF AMERICAN SAMOA
OFFICE OF THE GOVERNOR
PAGO PAGO, AMERICAN SAMOA

In reply refer to:
GAS/15B-PCPC
Serial: 1711

Mr. Raymond C. Turnbull, President
Pacific Coconut Processing Corporation
8530 Wilshire Boulevard, Suite 309
Beverly Hills, California

Dear Mr. Turnbull:

This will confirm our telephone discussion concerning your letter of June 25, 1964, and the plan for the petroleum people to be in Pago Pago the last of July.

As soon as you have definite word as to when they would like to come, I hope you will advise me by cable so that I can be sure to be here. I am looking forward to a full exploration of this interesting project.

Sincerely yours,

H. REX LEE
Governor

August 6, 1964

Mr. J.T. Shaw
Summit Industrial Corporation
120 Wall Street
New York City, New York

Dear Mr. Shaw:

I am enclosing herewith the specifications and price of petroleum products charged by Standard Oil in Pago Pago.

I hope that this spec will help you in the determination of the proposed prices.

Yours very truly,

RAYMOND C. TURNBULL
President

Enclosure

PLAINTIFF EXHIB
DAY NO. 11 DEFENDANT

CHICAGO BRIDGE & IRON COMPANY

100 Bush Street
San Francisco 4, California
Cable-CHIBRIDGE
Tel.-Exbrook 14936
TWX-SF 971

November 30, 1964

In Duplicate

Pacific Coconut Processing Corporation
8530 Wilshire Boulevard, Suite 309
Beverly Hills, California

Attention: Mr. Ray Turnbull

Gentlemen: Re: Petroleum Storage Tanks
Pago Pago, American Samoa

In accordance with our recent discussions, we are pleased to submit the following proposal for furnishing petroleum storage tanks erected in Pago Pago, American Samoa.

Accordingly, we propose to design, fabricate, deliver, and erect in open space on foundations furnished by others in Pago Pago, American Samoa, the following petroleum tanks:

DESCRIPTION	PRICE EACH	TOTAL PRICE
1 - 20,000-Barrel (60' Diameter x 40' High) Horton Weathermaster Floating Roof Tank...		$58,750
2 - 35,000-Barrel (80' Diameter x 40' High) Cone Roof Storage Tanks.....	$54,460	$108,920
1 - 10,000-Barrel (42'6" Diameter x 40' High) Cone Roof Storage Tank.....		$21,850
TOTAL.....		$189,520

These tanks would be designed and constructed in strict accordance with American Petroleum Institute Specification 650 and in accordance with the attached specification sheets, marked S.F. Estimate 1594-A, 1594-B, and 1594-C. In addition to the tanks proper, the above-quoted prices include the accessory items as listed on the specification sheets.

Our prices do not include any metal preparation or painting. However, if you wish us to pickle and prime the exterior

Dft SOI 0001192
J M Valdez N P

surfaces of the shell and roof, we would be pleased to do so for the following additional prices:

20,000-Barrel Weathermaster Roof Tank.....	$1,065
35,000-Barrel Cone Roof Tanks.....	$1,385 Each
10,000-Barrel Cone Roof Tank.....	$665

If you wish to have these tanks equipped with an automatic tank gage, Shand & Jurs 2006 or equal, the following prices would apply:

For Cone Roof Tanks.....	$520 Each
For Floating Roof Tank....	$720

We attach our General Specifications, Revision 4, which will apply and are hereby made a part of this proposal.

The above-quoted prices are based upon receiving an order for all four tanks quoted and are contingent upon your furnishing us well-drained readily accessible tank foundations with a minimum of 20' clear around each tank pad. We would expect you to furnish us these foundations in a sequence that would permit us to have continuous work. Any cost or waiting time due to incomplete foundations or other delays within your control would be for your account.

Sales taxes, use taxes, gross receipts taxes, and/or other similar taxes imposed on the Chicago Bridge & Iron Company or the purchaser with respect to any vessel or structure furnished under this proposal or the material therefor will be for the account of the purchaser and will be invoiced as additions to the price quoted for that vessel or structure.

The prices quoted are contingent upon our performing this work along with other work which we currently have in Pago Pago. We anticipate completing the current work approximately August 1, 1965, and would want to begin construction of these structures at that time. We estimate that it would require our field forces approximately 16 weeks to complete this construction after arrival of materials at the jobsite. In order to maintain this schedule, it would be necessary that we have your order by January 15, 1965.

All shipping and completion promises are contingent on delays beyond our reasonable control, including but not limited to strikes, governmental actions, and voluntary allocations by the steel mills.

Dft SOI 0001193
J M Valdez N P

CHICAGO BRIDGE & IRON COMPANY

Pacific Coconut Processing Corporation
Attention: Mr. Ray Turnbull

Terms of Payment: The contract price shall be paid in funds current at par in New York or Chicago, U.S.A., free of all collection charges, as follows:

a) Forty percent (40%) of the contract price shall be due when the material has been received by Chicago Bridge & Iron Company;

b) Twenty-five percent (25%) of the contract price shall be due on shipment of the material to the jobsite and before erection is started;

c) Twenty-five percent (25%) of the contract price shall be due on completion of the erection of the structure; and

d) The balance of the contract price shall be due on completion of all other work required of Chicago Bridge & Iron Company and on test or inspection and acceptance of the structure, or if such test or inspection is delayed for any reason attributable to the purchaser, then, the balance of the contract price shall be due within thirty (30) days after the work is ready for test or inspection.

If the contract covers more than one structure, each structure or its equivalent tonnage shall be considered a unit and the terms of payment above stated shall be applied separately to that unit.

We wish to thank you for the opportunity of quoting on this requirement and sincerely hope that we have the pleasure of furnishing these structures for you.

Very truly yours,

CHICAGO BRIDGE & IRON COMPANY

R. A. Johrde

R. A. Johrde
District Manager - Contracting

RAJ:aer
Enclosures
SP-1594

Dft SOI 0001194
John Uldrich

TIDEWATER DEVELOPMENT CORPORATION

9560 WILSHIRE BOULEVARD
SUITE 506
BEVERLY HILLS, CALIFORNIA
TELEPHONE 550-5750

April 13, 1965

Mr. Robert Pederson
Starkist Foods, Inc.
Terminal Island
California

Dear Mr. Pederson:

The following constitutes a proposal to furnish diesel fuel to your plant in American Samoa and to the fishing boats that service your cannery:

1. The price delivered to your plant boundary line by metered pipeline and the price to the boats dockside will be .1185¢ per gallon.
2. The specification of the fuel will be equal to or better than that product presently used by G.A.S. in their new powerhouse.
3. The above quoted price is based on the Singapore and Persian Gulf posted price.
4. A new concrete dock will be constructed running westerly from the Starkist-P.C.P.C. boundary line. From this dock the fishing boats will refuel. The filling of tank batteries will be done from fueling buoys in the stream, utilizing flexible pipeline to the shore. At no time will there be danger of contamination or fire using this method.
5. Proposed tank site includes the old powerhouse and such government land lying easterly therefrom required to hold 110,000 barrel tankage, API specification.

It is requested that consideration be given to entering into a long term contract subject to:

a. Approval of product
b. Dependability of source and service.
c. Lower price
d. Government approval of the project.

This proposal must be approved and accepted by the government and the industries prior to the capital investment of $500,000. In order to justify such investment, the new American Samoa corporate entity requests consideration of the proposal by all parties so that a common agreement may be reached.

Yours very truly,

Raymond C. Turnbull

cc/John Real
Vince Evich

EXHIB.
PLAINTIFF
NO. 211
FOR IDENT.
MARK GALANTY, C.S.R. #3019

0000219

OCEANIC PETROLEUM CORPORATION
ARCIA BUILDING
JUSTO AROSEMENA AND ECUADOR AVENUES
P. O. BOX 6307
PANAMA, REPUBLIC OF PANAMA

PLEASE REPLY TO:
NEW YORK REPRESENTATIVE
SUITE 818
120 WALL STREET
NEW YORK 5, NEW YORK
TEL: WH 4-7490

August 4, 1965

Mr. William McCook
14400 E. Firestone Boulevard
La Mirada, California

Dear Mr. McCook:

We are pleased to offer to deliver to your terminal at Pago Pago, American Samoa, petroleum products in bulk at the following CIF prices:

JP-1A	13.50 cents/U.S. gallon
High Speed Diesel (53/57 D.I.)	9.65 cents/U.S. gallon
Marine Diesel	9.50 cents/U.S. gallon
Kerosene	13.55 cents/U.S. gallon
Mogas, 93 R.O.N.	12.80 cents/U.S. gallon

These prices are subject to deliveries in T-2 size Tankers, and also to any change in the posted price of each product from August 3, 1965 posting FOB Pulau Bukom by Shell, as reported in the Platt's Oilgram.

The posted prices in effect at Pulau Bukom on August 3, 1965 were:

JP-1A (Turbine Fuel)	10.1 cents/U.S. gallon
Mogas, 93 R.O.N.	10.1 cents/U.S. gallon
Kerosene	8.4 cents/U.S. gallon
High Speed Diesel (53/57 D.I.)	8.0 cents/U.S. gallon
Marine Diesel	$3.15 per barrel

We are taking the liberty of enclosing a copy of the said Oilgram for your reference.

SDX 0004716

We propose to enter into a long term contract with you for ten years. We shall guarantee the supply of the products upon your nomination.

We understand that you are in the process of planning for storage facilities and a couple of modern service stations in American Samoa. If we can be of any service to you, kindly let us know.

Very truly yours,

OCEANIC PETROLEUM CORPORATION

J. T. Shaw
President

JTS:ag

Enclosure

cc: Mr. R. C. Turnbull

SDX 0004717

SUMMIT INDUSTRIAL CORPORATION
120 WALL STREET
NEW YORK 5, N.Y.

CABLE ADDRESS SUMITIND TELEPHONE WHITEHALL 4 7491

August 27, 1965

Mr. Raymond C. Turnbull
8756 Holloway Drive
Los Angeles 69, California

Dear Mr. Turnbull:

Referring to the questions you made in your letter of August 25, I wish to explain to you in detail as follows:

1. Pulau Bukom is an island near by Singapore where Shell has a refinery. Usually people just call it Singapore, but actually it belongs to Indonesia.

2. When we use the posted price of Pulau Bukom, it is for reference only. It does not necessarily mean that we must take the oil from Shell's Singapore refinery. This is strictly for calculation of the price changes. Since Singapore is the closest supply point, I arbitrarily selected it for reference. Supposing there is a change of the posted price at Pulau Bukom, we shall adjust our price to Mr. McCook accordingly, regardless where the oil is to be shipped from. This is the usual practice in the oil trade. We could use the Persian Gulf posted prices also if the Governor prefers so.

3. I intend to supply the oil to Pago Pago from our Bangkok refinery or through exchange, to take either from Singapore or Persian Gulf, wherever it is more convenient to the tanker's schedule.

4. There is a universal specification of each grade of oil which is refined by the industry. As long as the oil is in compliance with this specification, it will serve the purpose. I assure the Governor that the oil which we will deliver to Pago Pago shall meet the international standard.

The consumption capacity at Pago Pago and South Sea Islands are not balanced and too small for anybody to build an oil refinery there. I recommend to you to hold off any such thoughts for the time being until we see the development of sales.

In the meantime, please get after the Governor to get this contract approved as soon as possible so that we can look forward to starting the business without much delay.

Very truly yours,

SUMMIT INDUSTRIAL CORPORATION

J. T. Shaw

JTS:ag

B. DISCOVERY PROCEDURES

1. Pretrial

PILLSBURY, MADISON & SUTRO
FRANCIS R. KIRKHAM
WILLIAM E. MUSSMAN
THOMAS J. KLITGAARD
225 Bush Street
San Francisco, California 94104
Telephone: 421-6133

Attorneys for Defendant
Standard Oil Company of California

United States District Court for the

Northern District of California

UNITED STATES OF AMERICA, Plaintiff, vs. STANDARD OIL COMPANY OF CALIFORNIA, Defendant.	No. 52334 Civil

NOTICE OF MOTION AND MOTION OF DEFENDANT STANDARD OIL COMPANY OF CALIFORNIA FOR PRODUCTION OF DOCUMENTS UNDER RULE 34

To plaintiff above named and to its attorneys of record:

PLEASE TAKE NOTICE that on Friday, the 14th day of November, 1969, at the hour of 10 o'clock a.m., or as soon thereafter as counsel can be heard, defendant STANDARD OIL COMPANY OF CALIFORNIA will bring the following motion on for hearing before the Honorable William T. Sweigert at the United States Court House, 450 Golden Gate Avenue, San Francisco, California.

MOTION

Defendant STANDARD OIL COMPANY OF CALIFORNIA, pursuant to Rule 34 of the Federal Rules of Civil Procedure, hereby moves this Court for an order requiring plaintiff, within 90 days following the entry of said order, to produce, at the office of its counsel of record herein, and to permit defendant to inspect and copy each of the writings specified in the schedule attached hereto.

This motion is based upon the foregoing notice of motion, the memorandum attached in support thereof, the affidavit of William E. Mussman, and upon all of the records and papers on file herein.

Dated: October 23, 1969.

PILLSBURY, MADISON & SUTRO
FRANCIS R. KIRKHAM
WILLIAM E. MUSSMAN
THOMAS J. KLITGAARD

By WM. E. MUSSMAN

Attorneys for Defendant
Standard Oil Company
of California

SCHEDULE OF DOCUMENTS

I

Definitions

As used herein, the following terms have the meanings indicated:

(1) "Plaintiff" means the United States of America and all of its branches, departments and agencies, including, without limitation, the Department of Justice, Department of the Interior, Bureau of the Budget, Department of the Navy, and the Government of American Samoa.

(2) "Documents" means all written or graphic material, wherever located, in the possession or under the control of employees, agents or other representatives of plaintiff, except (a) documents in the possession of plaintiff's counsel in this action which were prepared by said counsel in connection with either the investigation which preceded, or the filing of, this action; and (b) publications printed by the Government Printing Office.

(3) "Petroleum products" includes motor gasoline, aviation fuels, kerosene, diesel fuel, lubricating oils and fuel oil.

II

Time Period

Unless otherwise stated, the following requests call for documents which were prepared during, or which relate to, the period commencing January 1, 1955, and ending on the date of the filing of the complaint herein.

III

Documents

To be produced are:

(1) All documents which refer in any way to the lease agreement referred to in paragraph 4 of the complaint herein.

(2) All documents which refer in any way to a supply of petroleum products, or any of them, for American Samoa, or the distribution of petroleum products, or any of them, in American Samoa, or the sale of petroleum products, or any of them, in American Samoa, or the storage of petroleum products, or any of them, in American Samoa, provided, however, that plaintiff need not produce accounting records which reflect purchases by plaintiff of petroleum products in American Samoa after July 1, 1956.

(3) All expense accounts (including supporting vouchers) and all desk calendars and diaries prepared by or for Rex Lee during the time that he was Governor of, or otherwise represented, American Samoa.

R y Turbull

William R. McCosh
Ryan Outdoor Advertising Co.
La Mirada
14400 East Firestone Blvd

MA4-0232

has file with proposal for Gov. Lee
on putting in dish factories
planned in Pago Pago

Mailed to Gov Lee

Transmittal
Letter presentation, should be
World
Postal Price
at Petroleum
& Witness Statement
from

Counsel for Thimbell

Howard L. White

CL-3-7600

Will send copy

"1"

Received of Raymond C. Turnbull

1. File of correspondence entitled
"Union Bulk Plant - Selma"

2. File of correspondence entitled
"Summit Industrial Corp. et
- Correspondence"

3. File of correspondence entitled
"Correspondence Gov. Lee
1962 - 1965"

to be returned intact as soon as
Copies of relevant documents
are copied

B. M. Hollander
Los Angeles
10/29/69

UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D.C. 20530

Address Reply to the Division Indicated and Refer to Initials and Number

RWMcL:AAD:BMH
60-57-193

November 3, 1969

AIR MAIL - CERTIFIED

Mr. Raymond C. Turnbull
Seaways International Engineering
Corporation
8681 Wilshire Boulevard
Suite 104
Beverly Hills, California 90211

Re: United States v. Standard Oil Company of California
(N.D., California), Civil Action No. 52334

Dear Mr. Turnbull:

I am enclosing, intact, the following files which were borrowed from you on October 29, 1969:

1. File of correspondence entitled, "Union Bulk Plant-Samoa".
2. File of correspondence entitled, "Summit Industrial Corporation-Correspondence".
3. File of correspondence entitled, "Correspondence Governor Lee 1962-1965".

Will you please acknowledge receipt of the above files on the enclosed copy of this letter and return it to me in the self-addressed envelope.

60-57-193
DEPARTMENT OF JUSTICE
13 NOV 20 1969
R.A.O.
ANTITRUST

It would be appreciated if you would forward to me a copy of the proposal for a bulk petroleum plant in American Samoa which was apparently retained by Mr. William R. McCook.

Your assistance in this matter is greatly appreciated and should you become aware of any additional information or material relevant to this case, please advise me.

Sincerely yours,

RICHARD W. McLAREN
Assistant Attorney General
Antitrust Division

By: Bernard M. Hollander
Attorney, Department of Justice

Receipt Acknowledged:

Raymond C. Turnbull

November 18, 1969

Bernard M. Hollander
Donald H. Mullins
Antitrust Division
Department of Justice
450 Golden Gate Avenue
Room 16432, Box 36046
San Francisco, California 94102
(Telephone: 556-6300)

ORIGINAL
FILED
DEC 2 1969
CLERK, U. S. DIST. COURT

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

STANDARD OIL COMPANY OF CALIFORNIA,

Defendant.

Civil Action No. 52334-WTS

STIPULATION AND ORDER

It is hereby stipulated and agreed by and between the undersigned parties, by their respective attorneys, subject to the approval of the Court, that:

1. The time for Plaintiff to answer Defendant's First Set of Interrogatories, dated October 23, 1969, be and it hereby is extended to and including January 16, 1970;

2. As to the documents called for under Section III of Defendant's Motion for Production of Documents under Rule 34, filed herein on October 23, 1969, and presently set for hearing on December 12, 1969:

(a). Plaintiff will produce the travel vouchers called for by Paragraph (3) in conjunction with any deposition of former Governor H. Rex Lee hereafter taken by defendant in this action;

(b). Plaintiff will produce on or before January 16, 1970, any non-privileged post-1961 documents, called for by Paragraph (2), which have been found in the files of the Government of American Samoa in American Samoa; and

(c). The parties will attempt to agree upon the extent to which any pre-1961 documents called for by Paragraph (2), should be produced, after any such documents have been located and the method by which they have been indexed, classified and stored in the Archives has been ascertained;

3. Except as herein provided, all requests for documents contained in Defendant's said Motion to Produce under Rule 34 are withdrawn; provided, however, that Defendant may readdress any or all of said requests, and Plaintiff shall have the right to oppose any or all of said requests, if readdressed; and

4. This Stipulation is without prejudice to the contentions of the parties with respect to the materiality, relevancy or admissibility of any documents to be produced hereunder, or to any of the information contained therein.

Dated: December / , 1969

Bernard M. Hollander
BERNARD M. HOLLANDER
Attorney for Plaintiff
United States of America

William E. Mussman
WILLIAM E. MUSSMAN
On behalf of attorneys
for Defendant

IT IS SO ORDERED this 1 day of December, 1969.

W. J. SWEIGERT
WILLIAM T. SWEIGERT
Judge of the United States District Court

from the desk of

HOWARD L. WINTON

December 11, 1969

Re: United States v. Standard Oil

From the files of Mr. Turnbull.

HOWARD L. WINTON
9380 WILSHIRE BOULEVARD, SUITE 606
LOS ANGELES, CALIFORNIA 90048

Compliments of CONTINENTAL GRAPHICS • 101 So. La Brea, Los Angeles 90036 • 938-2511

February 25, 1970

USA v. Standard Oil Company of California (American Samoa)

Bernard M. Hollander, Esq.
Antitrust Division
Department of Justice
Washington, D.C. 20530

Dear Mr. Hollander:

In view of the relatively short time we have in which to complete discovery, I shall write to you from time to time requesting documents and information as the need becomes apparent in my analysis of the case. This piecemeal approach is less convenient for all of us but becomes a practical necessity.

If you are agreeable, I shall simply submit requests for information to you by letter rather than follow the formal procedure of propounding interrogatories. Requests for admission, of course, will be formalized.

In view of the Government's response to our Interrogatories Nos. 1 and 2, I must renew my request for production of the documents described in paragraph III(1) of Standard's motion to produce. Hopefully the Department of the Interior, Department of the Navy and Bureau of the Budget files will contain documents of the type described which pertain not only to the lease to Standard but also to negotiations with other oil companies in 1955 and 1956. As you know, we have only a very incomplete documentation of some negotiation with Shell in 1955 as a result of the Government's production to date.

I would also appreciate knowing from you just when you propose to complete the Government's answers to Standard's interrogatories. This must be done sufficiently in advance of the closing of discovery to permit me to investigate by available discovery any new matter which you may see fit to add to your present answers.

Sincerely yours,

W. E. Mussman

[RETYPED]

[SEAL] UNITED STATES DEPARTMENT OF JUSTICE

Address Reply to the Division Indicated and Refer to Initial and Number
RWMcL:AAD:BMH
60-57-193

WASHINGTON, D.C. 20530

March 31, 1970

AIR MAIL

William E. Mussman, Esquire
Pillsbury, Madison & Sutro
Standard Oil Building
225 Bush Street
San Francisco, California 94104

Re: United States v. Standard Oil Company of California, Civil Action No. 52334 WTS, N.D. California

Dear Mr. Mussman:

This has reference to your letter of February 25, 1970, and our subsequent telephone conversations. The procedure you suggested of simply submitting requests for information by letter, rather than propounding Interrogatories, is perfectly agreeable to us.

We are somewhat puzzled by your statement that in view of our response to your Interrogatories Nos. 1 and 2, you must renew your request for production of the documents described in Paragraph III(1). This seems particularly puzzling in light of our Request for Admission No. 6 and your Answer thereto, which establish that the lease agreement had, at the time of its entry, been accepted and approved by GAS, the Departments of Interior and Navy and the Bureau of the Budget. Since the Government in its Answer expressly makes no claim as to whether the lease agreement was unlawful in its inception or became unlawful at any subsequent point in time, production of documents concerning negotiations which led to the lease hardly seem required for your defense against any issue of fact raised by the plaintiff.

[RETYPED]

Despite the above doubts, the relevant files of the Department of Interior, the Navy Department and the Bureau of the Budtet have been searched for any documents responsive to Paragraph's III(1) or (2) of your Motion to Produce, and I am enclosing copies of additional documents OT 1-74, which have been reproduced from the files of Interior's Office of Territories, and N 1-24, which are copies of documents reproduced from the files of the Navy Department. The Bureau of the Budget has reported that they have no relevant documents.

With regard to your question of when the Government proposes to complete its Answer to Standard's Interrogatories, this will advise you, as already stated in our Answers, that we have completed our Answer to your Interrogatories, but will feel free to add any additional information which is not now known to us. Obviously, if further discovery provides such additional information, the Government does not deem itself foreclosed from using such information at the trial, just as defendant has indicated that it expects to augment or modify its responses to the Government's Requests for Admission, if that proves necessary.

Sincerely yours,

RICHARD W. McLAREN
Assistant Attorney General
Antitrust Division

By: Bernard M. Hollander
Attorney, Department of Justice

Enclosure

[RETYPED]

(Retyped)

April 1, 1970

USA v. Standard Oil Company
of California (American Samoa)
RWMcL:AAD:BME | 60-57-193 ;

Bernard M. Hollander, Esq.
Antitrust Division
U.S. Department of Justice
Washington, D.C. 20530

Dear Mr. Hollander:

This will acknowledge receipt of your letter of March 31, 1970, and the enclosed documents. Would you please confirm to me my understanding that you have now sent me copies of all documents responsive to paragraph III(1) and (2) of Defendant's Motion to Produce which are in the possession, custody or control of plaintiff as defined in paragraph I(1) of said motion?

Your co-operation is greatly appreciated.

Sincerely yours,

W. E. Mussman

(Retyped)

UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D.C. 20530

Address Reply to the
Division Indicated
and Refer to Initials and Number
RWMcL:AAD:BMH
60-57-193

April 13, 1970

AIR MAIL

William E. Mussman, Esquire
Pillsbury, Madison & Sutro
Standard Oil Building
225 Bush Street
San Francisco, California 94104

Re: United States v. Standard Oil Company of California,
Civil Action No. 52334 WTS, N.D. California.

Dear Mr. Mussman:

This is in answer to your letter of April 1, 1970, concerning the documents sent to you in response to your Motion to Produce, and our agreements thereunder. As agreed, we have caused to be searched, the files of the Government of American Samoa, the Department of Interior, the Department of Navy and the Bureau of the Budget, and have sent you copies of all non-privileged documents found in their files. In addition, I am enclosing copies of documents TU 1-100, obtained from Mr. Turnbull, documents T 1-49, obtained from Time Oil and documents PA 1-10, obtained from Pan American World Airways. To the best of my knowledge and belief, this fulfills my commitment as to what would be produced by the Government.

Sincerely yours,

RICHARD W. McLAREN
Assistant Attorney General
Antitrust Division

Bernard M. Hollander

By: Bernard M. Hollander
Attorney, Department of Justice

Enclosures

(Retyped)

RICHARD B. LYNN
Attorney at Law
616 East Chapman Avenue
Orange, California 92667
(714) 633-6410

June 25, 1970

Mr. Raymond C. Turnbull
Vice President
Seaways International Engineering Corp.
8681 Wilshire Boulevard
Beverly Hills, California

Dear Mr. Turnbull:

REFERENCE: TURNBULL--McCOOK VS. STANDARD OIL

On June 24, 1970, I met with Lyle L. Jones, Esq., at San Diego respecting the plaintiffs' case in the above captioned matter.

As a result of that conference, I have tentatively scheduled a meeting between yourself, this writer, and Mr. Jones and one of his associates on Wednesday, July 8, at 10:30 a.m. in San Diego. I would like to suggest that prior to that meeting date Mr. McCook, yourself, and this writer meet for a preliminary discussion to determine whether or not the San Diego meeting is warranted. I would like to suggest that a luncheon meeting in Orange County be held on either Tuesday, June 30, or the following day. If this meets with your schedule, please advise Mr. McCook's secretary so that she may make the necessary arrangements.

Two questions which I would appreciate having as much additional information as may not now be in the file which you recently handed me and which you could give some thought to prior to our luncheon meeting are: (1) What is the best evidence that but for Standard Oil's actions the "deal" would have been capable of being made? and (2) What were the economic considerations in abandoning the usage of existing fuel storage facilities which were at all times the property of GAS?

I trust that one of the two above mentioned dates are satisfactory for all parties and look forward to seeing you at that date.

Very truly yours,

RICHARD B. LYNN

RBL/cb

cc: Mr. William R. McCook

(Retyped)

SULLIVAN, MARINOS, AUGUSTINE & DELAFIELD
ATTORNEYS AT LAW
2140 FOURTH AVENUE
POST OFFICE BOX 362
SAN DIEGO, CALIFORNIA 92112
(714) 234-7401

BON AUGUSTINE
JAMES O. SULLIVAN
JAMES S. MARINOS
GEORGE S. DELAFIELD
ROBERT P. LOWELL
JOHN A. MITCHELL
CARLOS A. CAZARES
PETER V. BRUCHEZ
WAYNE M. PITLUCK
GEORGE S. MARINOS
ROBERT I. HAZBUN
RONALD R. APUZZO
RONALD L. STYN
ROBERT A. PRAHL
DONALD W. SCHMIDT
LAWRENCE R. ALESSIO

LYLE L. JONES OF COUNSEL

SAN FRANCISCO
CROCKER PLAZA, SUITE 2310
SAN FRANCISCO, CA. 94104
(415) 397-7667

June 25, 1970

Richard B. Lynn, Esq.
Attorney at Law
616 East Chapman Avenue
Orange, California 92667

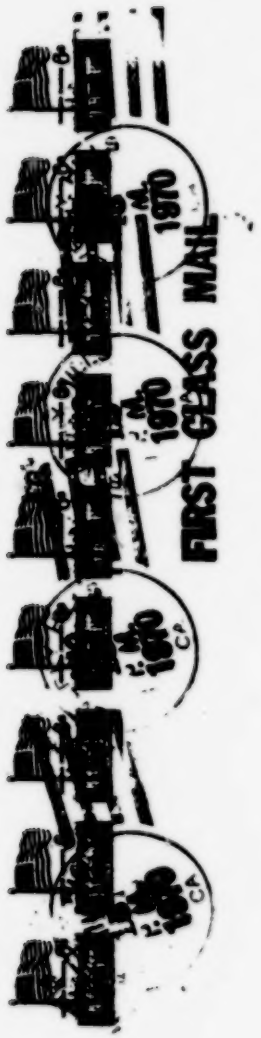
Dear Mr. Lynn:

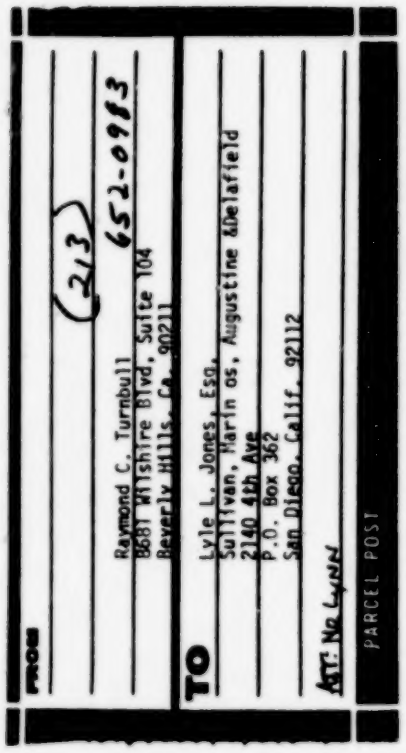
This is to confirm our agreement to a meeting date of July 8th at 10:30 A.M.

Sincerely,

Lyle L. Jones

LLJ:sw





SDX 0004725

AUG 22 1970

SULLIVAN, MARINOS, AUGUSTINE & DELAFIELD
ATTORNEYS AT LAW
2140 FOURTH AVENUE
POST OFFICE BOX 362
SAN DIEGO, CALIFORNIA 92112
(714) 234-7481

DON AUGUSTINE
JAMES D SULLIVAN
JAMES S MARINOS
GEORGE S DELAFIELD
ROBERT P LOWELL
JOHN A MITCHELL
CARLOS A CABARGA
PETER V BRUCHER
WAYNE M PHILLIPS
GEORGE S MARINOS
ROBERT E MADRUGA
RONALD B HRUSOFF
RONALD L STYN
ROBERT A PRAHL
DONALD W SCHMIDT
LAWRENCE R ALESSIO

LYLE L JONES, OF COUNSEL

SAN FRANCISCO
CROCKER PLAZA SUITE 2310
SAN FRANCISCO, CA 94104
(415) 397-7887

August 19, 1970

Richard B. Lynn, Esq.
616 East Chapman Avenue
Orange, California 92667

Dear Dick:

Enclosed for your file is a set of Xerox copies of the documents forwarded to us by Mr. Turnbull. I particularly noted that on August 25, 1965 it is noted that "The formal proposal was sent by Wm. McCook to Governor Lee in Washington ...". I think it essential that we have a copy of this proposal and any reply which was received. Can Mr. McCook supply this?

I have asked our San Francisco office to obtain copies of everything factual which has been filed by defendants. It should be here soon, and after it is analyzed, I think I should talk to Mr. Turnbull. I do not think I am justified in spending the money to go to Washington for a conference with Bernie Hollander and Governor Lee until after the above outlined preparation is made.

In view of the time elements involved, I doubt that a full analysis can be made until after my return. Since the statute of limitations is suspended by the government's action, I see no objection to this. I am assuming that no turn down of the "formal proposal" mentioned above was received prior to September 30, 1969, four years prior to the government's filing.

Sincerely yours,

Lyle L. Jones

Lyle L. Jones

LLJ:bz
Enclosure

SULLIVAN, MARINOS, AUGUSTINE & DELAFIELD
ATTORNEYS AT LAW
2140 FOURTH AVENUE
POST OFFICE BOX 362
SAN DIEGO, CALIFORNIA 92112
(714) 234-7461

LYLE L. JONES, OF COUNSEL

SAN FRANCISCO
CROCKER PLAZA, SUITE 2310
SAN FRANCISCO, CA 94104
(415) 397-7887

August 25, 1970

Richard B. Lynn, Esq.
616 East Chapman Avenue
Orange, California 92667

Dear Dick:

I have now examined the government's file in San Francisco on their case against Standard Oil. Unfortunately, they did not have copies of the depositions. I have obtained copies of the factual material filed by Standard.

It is still my view that we should now sit tight in the buggy until my return and see what other facts, if any, useful for our case, may be forthcoming in the government proceeding.

During my absence, please feel free to call on Jim Sullivan if any questions arise.

Sincerely yours,

Lyle

Lyle L. Jones

LLJ:bz

(Retyped)

August 26, 1970

Mr. James O. Sullivan
Sullivan, Marinos, Augustine & Delafield
Attorneys at Law
2140 Fourth Avenue
Post Office Box 362
San Diego, California 92112

Dear Jim:

REFERENCE: McCOOK - STANDARD OIL

I enclose herewith for your file a copy of a letter dated August 12, 1965 from Mr. William McCook. The August 25, 1965 letter referred to in Lyle's letter of August 19, 1970 has not yet come to my attention.

If there are any specific developments which arise during Lyle's absence, or if copies of the depositions of Governor Lee come to your attention, I would very much appreciate having that information at an early date.

I look forward to seeing you personally in the not too distant future.

Very truly yours,

RICHARD B. LYNN

RBL/jlm

Enclosure

(Retyped)

(Retyped)

August 28, 1970

Mr. Raymond C. Turnbull
8681 Wilshire Boulevard
Beverly Hills, California

Dear Ray:

REFERENCE: STANDARD OIL - AMERICAN SAMOA

Following our most recent conversation I met with Mr. Lyle Jones, on August 17, 1970.

I enclose herewith copies of letters dated August 19, 20, and 25, from the office of Mr. Jones. Respecting the comments in paragraph one of the letter dated August 19, my only documents relative thereto were Mr. McCook's letter of August 13, 1965, and the approximately 30 page document specifying various purposes and dock and tank bids, together with balance sheets on the petroleum supplier which document is unfortunately not dated. To the best of your knowledge would this be the "formal proposal" which was to be sent on or about August 25, 1965.

In view of Standard's expressed intention to depose you, I would appreciate being advised of this fact at the earliest possible date so that either myself or Mr. James Sullivan can make arrangements to be present at that matter.

Thank you for your continued courtesy and cooperation in this matter.

Very truly yours,

RICHARD B. LYNN

RBL/jlm

Enclosures

(Retyped)

[STAMP]
Original
Filed
SEP 24 1970

CLERK, U.S. DIST. COURT
SAN FRANCISCO

PILLSBURY, MADISON & SUTRO
TURNER H. McBAINE
WILLIAM E. MUSSMAN
THOMAS J. KLITGAARD
225 Bush Street
San Francisco, California 94104
Telephone: 421-6133

Attorneys for Defendant
Standard Oil Company
of California

United States District Court for the
Northern District of California

UNITED STATES OF AMERICA,

Plaintiff,

vs.

STANDARD OIL COMPANY OF CALIFORNIA,

Defendant.

No. 52334-WTS

Civil

NOTICE OF TAKING OF DEPOSITIONS

TO PLAINTIFF AND ITS ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on the date and at the time indicated below, the undersigned will take the deposition upon oral examination of each of the following persons at the places and times indicated:

Raymond C. Turnbull,
Lawler, Felix & Hall,
605 West Olympic Boulevard,
Los Angeles, California, at 10:00 A.M.
on Thursday, October 1, 1970.

M. E. Long,
Pillsbury, Madison & Sutro
225 Bush Street,
San Francisco, California, at 9:00 A.M.
on Friday, October 2, 1970.

[RETYPED]

Carl A. Olson,
Pillsbury, Madison & Sutro,
225 Bush Street,
San Francisco, California, at 2:00 P.M.
on Friday, October 2, 1970.

Vincent J. Evich,
Pillsbury, Madison & Sutro,
225 Bush Street,
San Francisco, California, at 9:30 A.M.
on Tuesday, October 6, 1970.

Robert K. Pedersen,
Ore-Ida Foods, Inc.
Owyhee Plaza,
Boise, Idaho, at 9:00 A.M.
on Wednesday, October 7, 1970.

These depositions will be conducted pursuant to the provisions of the Federal Rules of Civil Procedure before a Notary Public or some other person duly authorized to administer oaths and take depositions, and will continue from day to day until completed, unless otherwise adjourned.

Dated: September 24, 1970.

PILLSBURY, MADISON & SUTRO
TURNER H. McBAINE
WILLIAM E. MUSSMAN
THOMAS J. KLITGAARD

By _____

Attorneys for Defendant
Standard Oil Company
of California

[RETYPED]

CAROL ANN HARGREAVES COMPANY, COURT REPORTERS AND DEPOSITION NOTARIES

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, Plaintiff, vs. STANDARD OIL COMPANY OF CALIFORNIA, Defendant.	No. 52334-WTS

Deposition of RAYMOND C. TURNBULL, taken on behalf of the Defendant at 605 West Olympic Boulevard, in the City of Los Angeles, California, commencing at 10:10 a.m., on the 1st day of October, 1970, before Gloria Tepper, a Notary Public in and for the County of Los Angeles, State of California, pursuant to oral Stipulation.

APPEARANCES OF COUNSEL:

For Plaintiff:	BERNARD M. HOLLANDER, Esq. and DONALD H. MULLINS, Esq. Anti-Trust Division U. S. Department of Justice Washington, D.C.
For Defendant:	MESSRS. PILLSBURY, MADISON & SUTRO By: WILLIAM E. MUSSMAN, Esq. and THOMAS J. KLITGAARD, Esq. 225 Bush Street San Francisco, California
For the Witness:	RICHARD B. LYNN 616 East Chapman Avenue Orange, California

Q Well, then, Mr. McGee departed, and then what happened?

A After quite a while went by, and Mr. McGee -- they ran a complete survey in the South Pacific. The Kingdom of Tonga had agreed to buy their product, if it could be delivered cheaper than what they were paying coming out of Fiji Islands down to Tonga. I have a copy of what their full report -- their market report was, and it was worth while coming in. But the whole thing was predicated, as I found out later, on the purchase of a 90,000-barrel-a-day refinery in Singapore from Maruzin. M-a-r-u-z-i-n Oil Company, I believe.

And within that period of time, Governor Lee met with Mr. Cadwell and Mr. McGee in Hong Kong to discuss this. The whole thing fell into a cocked hat when the British Petroleum bought the refinery and Unocc didn't get it.

MR. HOLLANDER: Off the record.

(Whereupon a discussion ensued off the record.)

MR. MUSSMAN: While we were off the record, Mr. Hollander asked with respect to the Union report that the witness mentioned in his last answer. The witness had said that he does have the original of the report and will make it available to us

for copying.

Q Is that correct, Mr. Turnbull?

A That's right.

A As far as stepping from one letter dated January 31 to March 8, there was communication between myself and Unoco, so the orderly development in one letter to another -- I can't assume that this was the next document after the Reese Taylor letter.

MR. MUSSMAN: I'd like this document marked as DDX 153, please.

(Whereupon the above-mentioned document was marked Defendant's Exhibit DDX-153 for identification by the Notary Public.)

MR. HOLLANDER: That's a two-page document?

MR. MUSSMAN: Yes.

Q In the second paragraph, you refer to a Ron Pritchard. Who is Ron Prichard?

A Ron Prichard was our Samoan director. That was required under the laws of American Samoa, to have one director who was a Samoan. He also was the agent for Polynesian Airlines; and he also had a family store there; and his mother, Mary Pritchard, ran the Rain Maker Hotel, the only hotel.

Q Had Ron Pritchard written a letter to McGee?

A Evidently, because I believe I had received a letter from Jim McGee to the effect that Ron Pritchard had written him and said something, I don't remember what it is. I guess this would have been an immediate answer back to McGee's letter, and I don't know what it would be.

Q The reference to the letter of April 17 in the first paragraph, do you see that?

A Yes.

Q We don't have that letter either. Is this one that might be in your files?

A It might be. I'll take a look, and if so you may have it.

MR. LYNN: It might be.

THE WITNESS: It would have to go under stuff from Unoco.

Q BY MR. MUSSMAN: Would you have any objection if at some convenient time and place, perhaps at your place or at your lawyer's office, we could review all the files that you have that pertain to this general subject, over there?

A No, I don't -- I don't know There are a lot of things in there that do not pertain, that are mixed up in the same letters.

Q I'm only interested in anything that pertains to the gasoline business over in Samoa and your dealings with these various companies, that's all I'm interested in. But obviously this letter of the 17th, if you have it, would deal with this.

A I may have just gone by that letter and not mailed it

to you -- had not sent it to you. It would have been on Unoco stationery, I think. Oh, yes.

D-39M

. I show you a document, marked DDX ~~101~~.

A Are you through with these two?

Q Yes, just put them right in front of you.

I ask you if you wrote and mailed this letter to Governor Lee on or about November 18, 1963.

A Yes.

Q In the third paragraph, you refer to the fact that Mr. McGee had written you a letter saying that he was going to be in Los Angeles the latter part of November of '63. Do you see that?

A Yes.

Q That letter, incidentally, we don't seem to have a copy of.

MR. MUSSMAN: Why don't we stop and get something to eat.

(Whereupon at 12:15 P.M. the noon recess was taken.)

(Whereupon at 1:45 P.M. the deposition was resumed.)

Q Now, in the paragraph starting at the bottom of that page, it says, "The report that Union made for area marketing indicates a good potential in Tahiti," and so forth, do you see that?

A Uh-huh.

Q Is this that report we were talking about as to feasibility?

A Yes.

Q So you had it by this time?

A Yes.

Q From Union. And this is the report that you are talking about?

A Yes.

Q And you sent this to Mobil for their information?

A What? What did I send?

Q Well, I better ask you: Did you send this report or give a copy of this report to Mobil?

A Not that I remember.

MR. LYNN: Mr. Mussman, may I take the liberty of showing Mr. Turnbull the handwritten documentation on the copy of "Appendix I - Area and Price Analysis," and ask him if that's his handwriting?

THE WITNESS: No, that's not my handwriting.

The answer is no.

Q BY MR. MUSSMAN: What is Appendix I?

MR. LYNN: That is, in fact, the Union Oil area and price analysis that we have been discussing earlier, that's part of

CAROL ANN HARGREAVES COMPANY, COURT REPORTERS AND DEPOSITION NOTARIES

it.

Q BY MR. MUSSMAN: Well, is it an appendix to something?

A It's the price analysis that you have been referring to.

Q On the document I have been handed appears the legend on the front, "Appendix I." It looks like it's an appendix to something, some other document. Is this the complete document that you got from Union Oil?

A As far as I know.

MR. LYNN: The companion piece to that is marked "Appendix II," and raises the same question.

MR. MUSSMAN: What is that? Is that here?

MR. LYNN: Yes, right there.

MR. MUSSMAN: Oh, I see, entitled, "Some less accessible statistics."

MR. HOLLANDER: May we have that marked for the record?

MR. MUSSMAN: Which?

D-394

MR. HOLLANDER: Both of them, DDX -- whatever it is, so that we have a reference.

MR. MUSSMAN: Well, Appendix I and Appendix II are one document.

THE WITNESS: They came together.

Q BY MR. MUSSMAN: They came together, and that's all that came from Union?

A As far as I know.

Q And this is the South Pacific study that you refer to, in this document; is that correct?

CAROL ANN HARGREAVES COMPANY, COURT REPORTERS AND DEPOSITION NOTARIES

A Yes.

MR. MUSSMAN: Let's mark that, then, as DDX 155 for identification.

(Whereupon the above-mentioned document was marked Defendant's Exhibit ~~DDX 155~~ D-39-U for identification by the Notary Public.)

CAROL ANN HARGREAVES COMPANY, COURT REPORTERS AND DEPOSITION NOTARIES

Q I have two documents that apparently were produced today from your files, one purports to be a letter from Mr. McGee to you, dated May 25, 1964, which I'll ask be marked DDX 156; and the other purports to be a copy of a letter from Mr. McGee to you, dated May 29, 1964, and I ask that that be marked as DDX 157.

MR. HOLLANDER: Off the record.

(Whereupon a discussion ensued off the record.)

(Whereupon the above-mentioned documents were marked Defendant's Exhibits DDX 156 and DDX 157 respectively for identification by the Notary Public.)

CAROL ANN HARGREAVES COMPANY, COURT REPORTERS AND DEPOSITION NOTARIES

Q You say that you were attaching CIF prices per Summit Industrial Corporation. Now, I don't have any attachment.

I do find out of your files a document that bears the designation TU 57, which purports to be a telegram from Shaw to Turnbull, dated June 12, 1964, and which purports to reflect certain prices. And I'll ask you if it's your recollection that these are the CIF prices per Summit Industrial Corporation that you were talking about in DDX 111?

A I received another telegram from Shaw which went -- ran over on two telegrams -- or on two sheets. Do you have that?

Q I'll see in a moment.

A I have the original in my file, which runs over on two pages. Wait a minute, that's June 12. That's this one here. That's the same one this is. I have another one, so I can't tell you about the date, but I agree that this would have been sent to me.

A Not necessarily. This might lead into the other telegram I'm telling you, because when Mr. Shaw first gave me the prices we went -- had a discussion about whether those prices could be reduced. And so there are two, this telegram and then there is another telegram. As I say, it's on two pages, and I don't know whether -- whether that's the one I'm referring to in this --

Q Well, you don't know what the attachment was and your files don't show?

A As I say, I don't know whether it is this one or the other one I have.

Q Well, we won't mark that one.

DDX 114. I might say, we are at a little bit of a disadvantage here, because none of your letters with the enclosures turned up in GAS files, so these are the only ones we have. I assume you didn't keep a copy of your enclosure for your files?

A I have the -- the only thing I would have sent to

Governor Lee would have been copies of it, so I have the original of the telegrams that I got. And that's why I know there is another telegram.

CAROL ANN HARGREAVES COMPANY, COURT REPORTERS AND DEPOSITION NOTARIES

Q The last paragraph you refer to a visit -- visits, I guess -- by representatives of both Mobil and Asiatic to American Samoa.

A Yes.

Q Had you arranged for that, too?

A I don't know whether I can refer back to some of the other documents, whether they were in that specific time or whether one was passing through. I had telegrams from -- I think to backstop these things and what some representative coming up from Melbourne -- in fact -- wait a minute, wait a minute. Two representatives either from Shell or from Mobil were in American Samoa, and one of them had got sick and they took him home, and he had an operation. And I have all the correspondence on that, saying, "I'm sorry," they couldn't stay over. And I don't know whether this was from Fiji or from Melbourne, but they were there. I have correspondence with those gentlemen and why they were there, and they all covered the same reasoning.

CAROL ANN HARGREAVES COMPANY, COURT REPORTERS AND DEPOSITION NOTARIES

Q Do you remember any of the names --

A No. I might know if I heard them, but I'd have to go back and look through my file again on what they were.

The fact that they were ineffective in the original -- for the origins' meaning of this thing, I stuck them away somewhere. I can't give you the names of them.

Q Well, you indicate while these representatives are coming you are going to meanwhile give to Governor Lee a proposal from the Summit Industrial.

A From Summit Industrial.

Q Were you working on all three of these deals?

A Yes. I was.

Q Pardon?

A Yes, I was.

Q No one of them was the governor's deal, then, one that he had pursued on his own?

A I'm not -- he never told me what he was doing.

Q It could have been, then?

Q I just see it says, "From your letter of August 6." Do you see that paragraph there?

A Yes.

Q We don't have a copy of that letter, so I can't refresh your recollection on that one, but it says, "From your letter of August 6, I realize the diesel fuel sold by Standard is around 16.5 cents a gallon." He says, "This gives us a margin of six cents a gallon."

So I'm saying, it is true, is it not, that his

calculations on the profitability selling price and --

A Is 16.5 cents a gallon.

Q Based on that being Standard's price?

A Yes.

Q Now, what was your understanding, that that was Standard's price to the fishing fleets, or to GAS, or to both, or to what?

A Without having those lists in front of me, I can't tell you.

Q And he says he got that from you through your letter of August 6; is that correct?

A Yes.

Q Do you know where you would have gotten the information Standard was selling the diesel at around 16.5 cents a gallon?

A I can't tell you right now where I got it. I could have gotten it off of the posted prices, or I could have gotten it off of something else, or what -- either the government told me they pay for it into the power houses. I can't tell you at this time.

CAROL ANN HARGREAVES COMPANY, COURT REPORTERS AND DEPOSITION NOTARIES

Q BY MR. MUSSMAN: Did the government approve the project? That's the fourth condition.

A The proposal has never been approved or accepted by anybody.

Q Well, did you hear from them? Did they call you about it? Did they talk to you about it?

A I must have talked to them. I don't remember anything in writing.

CAROL ANN HARGREAVES COMPANY, COURT REPORTERS AND DEPOSITION NOTARIES

Q In the third paragraph you state that you made your proposal known to Governor Lee and that he would act quickly.

A That's what he indicated to me.

Q But he did not?

A I say, there has been no action as far as I know of, to this date. I think there is some subsequent letter somewhere to Bill McCook, I don't know what the date is, which he agrees to meet with him.

Q Now, what was your firm commitment from Oceanic? Did you have a contract, or were you just relying upon the quotation that Mr. Shaw sent you?

A No, he agreed to it.

Q In writing?

A That may be a part of this whole thing. I don't know whether I have it firmly in writing or not, but I have a

letter somewhere to the effect that he agrees to it.

Q You haven't seen it here today yet?

A It may be here, I don't know.

Q I have a document here that's numbered TU 073, and I don't know what it is. Maybe you can recognize it.

Q This was one of the initial handwritten things which I typed up when Mr. Shaw was in my office in Beverly Hills, in which he penciled out a general profitability and payout, I think the -- at the first meeting that I had in my office with Mr. Shaw.

Q BY MR. MUSSMAN: Now, Mr. Turnbull, I am through with my examination, based on the documents that I have. I have an uneasy feeling that I haven't seen all of your documents. And either through agreement with your counsel or by subpoena, I want to review your files, and then I will continue this deposition, only for the purpose of asking questions that might come up as the result of additional documents that I haven't seen yet. And I am saying this not because you haven't produced something that I wanted, it's just that all we have seen have been documents that Mr. Hollander copied from your files. So there may be additional ones that he didn't think were important or of any interest to him that might be of interest to me.

So subject only to that, I thank you and say that's all the questions I have at this time.

MR. HOLLANDER: I would object to that request, if it includes anything other than his files on the sale,

CAROL ANN HARGREAVES COMPANY, COURT REPORTERS AND DEPOSITION NOTARIES

distribution, marketing of petroleum products in American Samoa.

MR. MUSSMAN: I don't think it's up to you to object, Mr. Hollander.

MR. HOLLANDER: I do.

MR. MUSSMAN: On what basis can you object?

MR. HOLLANDER: I do.

MR. MUSSMAN: Oh, you object.

MR. HOLLANDER: Are you referring specifically to some of these things --

MR. LYNN: Well, there were two items specifically, one had to do with a UNOCO marketing survey, which I believe has now shown up in the course of the day here, and the other one, a lease on five acres of ground that was referred to. Those are the only two documents, specifically.

MR. MUSSMAN: I have in mind a number of documents where he says, "I have your letter of such and such a date," and I don't have it. Maybe it's not there, I don't know; but maybe it is, too.

MR. HOLLANDER: Well, if you would specify any documents that you think are missing --

MR. MUSSMAN: I don't know. You reviewed the files, not I.

MR. HOLLANDER: Excuse me, but if I could finish -- if you would specify any documents that you find alluded to that were not produced, then I'm sure that I would have no objection, and I can't see why counsel would. If you reviewed all his files on anything, I certainly think that's objectionable.

MR. MUSSMAN: Mr. Hollander, this isn't your client.

MR. HOLLANDER: Okay.

CAROL ANN HARGREAVES COMPANY, COURT REPORTERS AND DEPOSITION NOTARIES

MR. MUSSMAN: And I don't think you can object --

MR. LYNN: Again, I think, because of Mr. Turnbull's rather long and varied experience, much of which I am totally unfamiliar with, the coconut processing and some of these other things, I had quite a time certainly in going through the files myself to pull out those things that, even though they related to many things, had some bearing or any bearing whatsoever; and as to those documents, I have no objection, and I'll even furnish them and give you a statement to the effect that that constitutes every document that I have in my possession or that Mr. Turnbull has that in any way relates to the supplying of petroleum products in American Samoa.

MR. MUSSMAN: Well, I think that I would be content with that sort of submission.

MR. LYNN: Fine.

CLIENT # 22201
GEN. CLASS. # 500
SUBJECT # 8826
SUB. FILE #

November 9, 1970

United States v. Standard Oil Company of California - Civil Action No.52334-WTS, N.D. California

Richard B. Lynn, Esq.
616 East Chapman Avenue
Orange, California 92667

Dear Mr. Lynn:

During the deposition of Mr. Raymond C. Turnbull, I requested the opportunity to review and copy all of Mr. Turnbull's files and records (other than those copied by Mr. Hollander and numbered TU-001 to TU-100 inclusive) which relate in any way to the marketing of petroleum products in American Samoa or to any of the documents copied by Mr. Hollander. You said that you would personally make the search for me and would furnish me with copies of all documents meeting this description. I agreed to rely on your efforts and your assurances. Would you kindly advise me of the status of this project.

You will recall that from time to time during Mr. Turnbull's deposition certain specific documents were referred to which should have been in his files but which we did not have. These documents are listed below. I have attempted to describe them as fully as possible, and I have also indicated alongside each description the reference in Mr. Turnbull's deposition where the document is mentioned. I certainly hope you can locate these:

1. The thirty-year lease entered into between Pacific Coconut Processing Corporation and the Government of American Samoa (39:23).

2. A letter from James McGee of UNOCO, Ltd., to Mr. Turnbull, dated April 17, 1963 reporting the receipt of a letter from Ron Pritchard, the Samoan Director of Pacific Coconut Prodessing Corporation (45:25).

3. A letter from James McGee of UNOCO, Ltd., to Mr. Turnbull enclosing a copy of UNOCO's South Pacific and American Samoa Petroleum Market Survey Report (marked as DDX-155 during the course of the deposition). This letter was written sometime prior to March 25, 1964 (115:16).

4. A letter from Mr. Turnbull to Mobil Oil Company, enclosing a copy of UNOCO'S above-mentioned Market Survey Report. This letter was written sometime prior to June 11, 1964 (144:8).

5. A two page telegram from J.T. Shaw, of Summit Industrial Corporation, to Mr. Turnbull, which contains Dr. Shaw's proposed diesel fuel prices CIF Pago Pago, American Samoa. This telegram was apparently the attachment to a letter from Mr. Turnbull to Governor H. Rex Lee, dated June 11, 1964. This letter was produced from Mr. Turnbull's files and bears the Document No. TU-043 and DDX No. 111. The telegram was sent prior to June 11, 1964 (149:10).

6. The enclosure to a letter from Mr. Turnbull to Governor Lee, dated July 1, 1964. This letter was produced from Mr. Turnbull's files and bears the Document No. TU-046 - TU-047 and DDX No. 115. The enclosure is described in DDX 115 as "the information and breakdown of Dr. Shaw (of Summit Industrial) on setting up a facility in Pago" (150:16).

7. The enclosure to a letter from Mr. Turnbull to Dr. Shaw, dated October 1, 1964. This letter was produced from Mr. Turnbull's files and bears the Document No. TU-060 and DDX No. 117. The enclosure contains a list of the requirements for Mogas, Kerosene and Diesel of the Kingdom of Tonga (164:10).

8. A letter from Mr. Turnbull to Dr. Shaw, dated August 6, 1964, enclosing the price that Standard Oil Company of California is charging for Diesel fuel on American Samoa (approx. 16.5 cents per gal.) (169:23).

9. A letter from James McGee to Mr. Turnbull, saying that Mr. McGee is going to be in Los Angeles the latter part of November, 1963, and will be available to discuss the Samoan bulk fuel plant. This letter was written sometime prior to November 18, 1963 and was mentioned in a letter from Mr. Turnbull to Governor Lee, dated November 18, 1963, which was produced from Mr. Turnbull's files and bears the Document No. TU-023 - TU-024 and DDX No. 101 (71:2).

Thank you for your courtesy and help.

Sincerely yours,

W.E. Mussman

0000557

JSM -V
[illegible]
RHP
DWE

RICHARD B. LYNN
ATTORNEY AT LAW
618 EAST CHAPMAN AVENUE
ORANGE, CALIFORNIA 92667
(714) 633-6410

December 14, 1970

RECEIVED
DEC 1970
JAMES O. SULLIVAN

James O. Sullivan
P.O. Box 362
San Diego, California 92112

Dear Jim:

REFERENCE: PACIFIC COCONUT-STANDARD OIL

Please forgive my failure to respond earlier. I moved my office on December 1, 1970, and the chaotic state which resulted has been something less than pleasant.

I enclose herewith a copy of the Turnbull deposition in the event that document was not previously in your hands. I have received from Mr. William Mussman, Esq., Council for Standard, a request for certain other document copies, and have asked Mr. Turnbull to attempt to gather those items together. Prior to forwarding those documents to Mr. Mussman I will ask your approval thereof. Certain of those papers relate to items which I feel are completely immaterial to the matter of Standard Oil's possible illegal practices.

Thank you for your continued courtesy and cooperation.

Very truly yours,

RICHARD B. LYNN

RBL/dmc
Enclosures

SDX0004868

[STAMP]
FILED
DEC 31 1970
CLERK, U.S. DIST. COURT
SAN FRANCISCO

PILLSBURY, MADISON & SUTRO
TURNER H. McBAINE
WILLIAM E. MUSSMAN
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225 Bush Street
San Francisco, California 94104
Telephone: 421-6133

Attorneys for Defendant
Standard Oil Company
of California

United States District Court for the

Northern District of California

UNITED STATES OF AMERICA, Plaintiff, vs. STANDARD OIL COMPANY OF CALIFORNIA, Defendant.	No. 52334-WTS Civil

NOTICE OF TAKING DEPOSITION

To: Plaintiff and its attorneys of record:

PLEASE TAKE NOTICE that on Friday, January 22, 1971, at the hour of 10 o'clock a.m., the undersigned will take the deposition of RAYMOND C. TURNBULL at the law offices of Messrs. Lawler, Felix & Hall, 605 West Olympic Boulevard, Los Angeles, California.

Mr. Turnbull is being subpoenaed to bring with him any and all writings which were prepared between July 1, 1956, and date, which refer in any way to the storage, purchase, sale, distribution or use of petroleum products in American Samoa, excepting documents TU-001 - TU-100 previously produced.

This deposition will be conducted pursuant to the

[RETYPED]

provisions of the Federal Rules of Civil Procedure before a Notary Public or some other person duly authorized to administer oaths and take depositions, and will continue from day to day until completed, unless otherwise adjourned.

Dated: December 31, 1970.

PILLSBURY, MADISON & SUTRO
TURNER H. McBAINE
WILLIAM E. MUSSMAN
THOMAS J. KLITGAARD

By_____

Attorneys for Defendant
Standard Oil Company
of California

[RETYPED]

RICHARD B. LYNN
ATTORNEY AT LAW
550 NEWPORT CENTER DRIVE
NEWPORT BEACH, CALIFORNIA 92660
(714) 644-8880

January 13, 1971

Mr. William E. Mussman
PILLSBURY, MADISON & SUTRO
225 Bush Street
San Francisco, California 94104

Dear Mr. Mussman:

REFERENCE: UNITED STATES VS.
STANDARD OIL,
#52334 WTS

This will acknowledge our telephone conversation of January 13, 1971.

You have this writer's assurance that there is nothing in the files of Mr. Raymond C. Turnbull respecting those items referred to in your deposition heretofore noticed for January 22, 1971. Those documents previously marked TU-001 through TU-100 constitute the totality of the Turnbull file respecting the above matter.

I further understand that based on the above assurance, the deposition of January 22, 1971 will not now be held.

Thank you for your courtesy and cooperation in this matter.

Very truly yours,

Richard B. Lynn
RICHARD B. LYNN

RBL/dmc
cc: Bernard Hollander
Raymond Turnbull

0000558

Richard B. Lynn
616 East Chapman Ave.
Orange, Calif.
714 ~~633-6410~~
644-8880

Left message

1-13-71

Talked to Richardson & told him there was no attorney does - WEM & we had facsimile sent of deposition. WEM wanted PCPC keep a TU another attorney has it.

WEM agreed to no deposition.

Lynn remembers no docs produced by him and wants nothing.

SULLIVAN, MARINOS, AUGUSTINE & DELAFIELD
ATTORNEYS AT LAW
ONE ELEVEN ELM STREET
POST OFFICE BOX 382
SAN DIEGO, CALIFORNIA 92112
(714) 232-3883

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STEPHEN A. NYE
WAYNE M. PITLUCK
GEORGE S. MARINOS
RONALD R. HRUSOFF
RONALD L. STYN
ROBERT A. PRAHL
PETER H. FLOURNOY
DONALD W. SCHMIDT
LAWRENCE R. ALESSIO
GARY M. CAYLOR

LYLE L. JONES, OF COUNSEL

SAN FRANCISCO
CROCKER PLAZA SUITE 2100
SAN FRANCISCO, CA 94104
(415) 397-7887

January 26, 1971

Richard B. Lynn, Esq.
616 East Chapman Avenue
Orange, California 92667

Re: McCook - Standard Oil

Dear Dick:

I am in the process of tying together the loose ends of this investigation, but I am still impeded by the lack of information of the events subsequent to August 13, 1965.

Attached please find copies of letters dated August 13, 1965 and August 25, 1965. Upon reading the letters, it becomes evident that some events occurred between Mr. McCook and Governor Lee during the week of August 25, 1965. This needs to be explored.

If Mr. McCook is going to be in the area soon, perhaps you can bring him down to confer with me in the near future.

Sincerely,

Lyle L. Jones

LLJ:js
Enclosures

W. W. H. MCCOOK

AUGUST 13, 1965

GOVERNOR H. ROY LEE
OFFICE OF TERRITORIES
DEPARTMENT OF INTERIOR
WASHINGTON 25, D.C.

DEAR GOVERNOR:

AT LAST I ESTABLISH A PIPE LINE AND FACILITY IN PAGO PAGO HARBOR, AMERICAN SAMOA, WHICH IS SUFFICIENT TO SUPPLY ALL OF THE GOVERNMENT'S [illegible] REQUIREMENTS.

AT PRESENT, THEREFORE, THAT A LONG-TERM CONTRACT IS ASSURED FROM DIESEL CONSUMERS, THE GOVERNMENT OF AMERICAN SAMOA, STARKIST TUNA INC., VAN CAMP AND PAN AMERICAN AIRWAYS, IN WHICH WE WILL AGREE TO SELL AND YOU WILL AGREE TO BUY TWO GRADES OF DIESEL FUEL, JP-1A JET FUEL, MOTOR GASOLINE AND KEROSENE WITH PRICES BASED UPON THE PALAU-BUKOM POSTED PRICE SCHEDULE WHICH WILL VARY WITH THE WORLD PETROLEUM MARKET. ALL LUBES, GREASES AND SOLVENTS CAN EASILY BE FURNISHED SO AS TO ROUND OUT THE COMPLETE LINE OF PETROLEUM PRODUCTS.

WE HAVE A FIRM COMMITMENT FROM OCEANIC PETROLEUM CORPORATION OF NEW YORK TO DELIVER THE PRODUCTS CIF TO US IN PAGO PAGO. BASED UPON THE AUGUST 3, 1965 PALAU-BUKOM POSTED PRICE SCHEDULE, OUR DELIVERED PRICE OF DIESEL PRODUCTS TO THE GOVERNMENT POWERHOUSE VIA METERED PIPELINES, WOULD BE .11¢ PER GALLON. THE MARINE DIESEL WOULD BE DELIVERED ALONGSIDE TO THE FISHING FLEET AT .1125 PER GALLON. THE JP-1A JET FUEL PRICE INTO PAA TANKS WOULD BE .1700 PER GALLON AND THE 93 OCTANE MOTORGAS WOULD BE .1630 PER GALLON.

THE COST OF THE FUEL, INVESTMENT AMORTIZATION, SUPPORTING FACILITIES AND [illegible] ARE INCLUDED IN THE ABOVE QUOTED PRICES. NOT INCLUDED IN ANY DUTIES AND TAXES IMPOSED BY G.A.S. IT IS OUR UNDERSTANDING THAT THE FISH COMPANIES AND THEIR CONTRACTED FISHING FLEET PAY NO FUEL TAXES, THE SAME EXEMPTION APPLYING TO GOVERNMENT. THE 17¢ PER GALLON QUOTED FOR JP-1A COULD BEAR A REASONABLE TAX AND STILL BE UNDER THE PRICE NOW PAID FOR "STANDARD" FUEL.

DEPENDING UPON THE IRS APPROVED DEPRECIATION SCHEDULE TO BE USED ON THE TERMINAL BULK FACILITY WE WOULD UNDERTAKE TO TURN THE WHOLE FACILITY BACK TO THE GOVERNMENT FOR ONE DOLLAR IN SIXTEEN YEARS AND LEASE THE FACILITY AT A [illegible] RENTAL FEE.

IT HAS BEEN SUGGESTED BY "STARKIST" THAT YOU ACT AS THE CATALYST IN THIS PROPOSAL. THE PRINCIPALS AND THE CHAIN OF COMMAND IS AS FOLLOWS: OCEANIC PETROLEUM CORPORATION, J. T. SHAU, PRESIDENT WILL DELIVER THE PRODUCT TO PAGO PAGO. A NEW SAMOA CORPORATION, TO BE FORMED, AND TO BE HEADED BY MYSELF,

WILLIAM R. McCOOK

GOVERNOR H. REX LEE
PAGE TWO

WILL TAKE DELIVERY OF THE PRODUCTS INTO OUR TERMINAL FACILITY AND DISPENSE THE PRODUCTS TO GOVERNMENT, INDUSTRY AND AIRLINE.

IF THE FOREGOING PROPOSAL IS ACCEPTABLE IN PRINCIPLE, IT IS REQUESTED THAT A MEETING BE HELD WHILE YOU ARE STILL IN THE U.S. FOR THE PURPOSE OF DISCUSSING AND FINALIZING ARRANGEMENTS AND POSSIBLY EXECUTING A LETTER AGREEMENT BETWEEN ALL INTERESTED PARTIES.

VERY TRULY YOURS,

WILLIAM R. McCOOK

WRMcC:VHR

August 25, 1965

Dear Mr. Shaw:

The formal proposal was sent by William McCook to Governor Lee in Washington. Three days later McCook followed it up with a phone call for an appointment with the Governor in Washington. It was decided that McCook and the Governor would meet sometime this week. In the meantime, I have rounded up the fish companies and they are waiting for the Governor to come out here and act as the catalyst to obtain the letter agreement from all parties.

The deal looks good and if there are any flaws I can't find them.

I can't find Palau Bukom on my world map and can only surmise that it is in the Strait of Malacca. Is this so? I must get ready for the inevitable question, "What will be the source of the product in the event Southeast Asia goes under.?" I have told McCook that a source could be developed out of Colon from the Ludwig-Continental people but I believe it necessary for you to advise me on an alternative source, inasmuch as you will be the supplier.

It is the opinion of Starkist that Standard Oil will leave Pago Pago if we obtain a long term contract from Industry and Government. I cannot subscribe to that opinion, but in the event they do leave we would become the monopoly. We would darn well have to be sure of our supply.

I talked to Jerome O'Brien, head of the Union Bank Oil Department and U.S. Nato oil expert, concerning a long range possibility of putting in a refinery at Pago Pago - and what attitude the Defense Dept. would take concerning such a venture. He believes it would be negative. I thought the present conflict might merit a crash program using Government money.

Before the formal proposal was made to Lee, he had called me from Washington to advise me that his interest was still high on the new Terminal. I believe we have a live one after this long time and I will keep you advised by phone as the deal breaks.

Yours very truly,

Raymond C. Turnbull

TU076

8756 Holloway Drive
Los Angeles 69, Calif.

1

RICHARD B. LYNN
ATTORNEY AT LAW
550 NEWPORT CENTER DRIVE
NEWPORT BEACH, CALIFORNIA 92660
(714) 644-8880

February 19, 1971

Mr. Raymond C. Turnbull
8681 Wilshire Boulevard
Beverly Hills, California

Dear Ray:

REFERENCE: MCCOOK-STANDARD OIL ?

Mr. Lyle L. Jones' letter of January 26, 1971, together with the attachments thereto are enclosed.

Mr. Jones' inquiry respecting events occurring between Mr. McCook and Governer Lee during the week of August 25, 1965 are in need of exploration. At such time as you have developed an answer to Mr. Jones' question, will you be good enough to contact this office to make a determination as to whether a San Diego conference is now in order?

Very truly yours,

s/ Richard B. Lynn
RICHARD B. LYNN

RBL/dmc
enclosures

1. McCook never met with Lee although Appt set up tentatively - Telegram proves intent
2. Top Billing T + McCook - Standard Oil.
   a. Suit deals with services over period of Time made fruitless by S.O. lowering prices - "restraint of Trade"
3. McLellan - Aug 13, 1965 - Proposal
   Rei - Shaw - Aug 25, 1965 - From 16th to 21st - meeting to be held.
   Lee - McLeod - Refers to Bill's letter of Oct 5, 1965 - still interested.

March 9, 1971

Standard Oil Company of California - United States v. (American Samoa)

Richard B. Lynn, Esq.
616 East Chapman Avenue
Orange, California 92667

Dear Mr. Lynn:

Inasmuch as you did not advise me until 5:10 P.M. yesterday afternoon that you would not have all the McCook documents available today, after representing to us for a week that they would be available, I believe that we would prefer to notice Mr. McCook's deposition and proceed in the customary manner.

Note that when the subpoena is served, it will call for all documents relating to the designated subject matters, whether or not prepared or sent under the signature of any specific person.

Yours very truly,

Thomas J. Klitgaard

ORIGINAL
FILED
MAR 9 1971
CLERK, U. S. DIST. COURT
SAN FRANCISCO

PILLSBURY, MADISON & SUTRO
WILLIAM E. MUSSMAN
THOMAS J. KLITGAARD
CHARLES A. STORKE
225 Bush Street
San Francisco, California 94104
Telephone: 421-6133

Attorneys for Defendant
Standard Oil Company of California

United States District Court for the

Northern District of California

UNITED STATES OF AMERICA,

Plaintiff,

vs.

STANDARD OIL COMPANY OF CALIFORNIA,

Defendant.

No. 52334-SC

Civil

NOTICE OF TAKING DEPOSITION

To plaintiff and its attorneys of record:

PLEASE TAKE NOTICE that on Monday, March 22, 1971, at the hour of 9:00 A.M., the undersigned will take the deposition of Richard B. Lynn, Esq., at the law offices of Messrs. Lawler, Felix & Hall, 605 West Olympic Boulevard, Los Angeles, California.

Please take further notice that a Subpoena Duces Tecum will be served upon the deponent which will require him to bring to the deposition all documents described in Attachment "A" hereto.

The deposition will be conducted pursuant to the provisions of the Federal Rules of Civil Procedure before a

Notary Public or some other person duly authorized to administer oaths and take depositions, and will continue from day to day until completed, unless otherwise adjourned.

Dated: March 9, 1971.

PILLSBURY, MADISON & SUTRO
WILLIAM E. MUSSMAN
THOMAS J. KLITGAARD
CHARLES A. STORKE

By _____

Attorneys for Defendant
Standard Oil Company
of California

ATTACHMENT "A"

All the following described documents*:

(1) All documents which pertain in whole or in part to the storage, purchase, sale, distribution, or use of petroleum products in American Samoa;

(2) All documents which pertain in whole or in part to the financing of the storage, purchase, sale, distribution, or use of petroleum products in American Samoa, including (but not limited to) all agreements, contractual arrangements, correspondence, memoranda or other records of negotiations or of conversations with The Bank of California, or others, or their representatives, with respect thereto;

(3) All documents which pertain in whole or in part to contacts or dealings concerning the storage, purchase, sale, distribution, or use of petroleum products in American Samoa with:

(a) The Government of the United States, the Government of American Samoa, or their representatives;

---

* "Documents" means all written or graphic material, wherever located, in the possession or under the control of the deponent, or of his partners, associates, employees, agents, attorneys or representatives, including (but not limited to) all documents delivered to the deponent or any of the above persons by, or obtained by the deponent or any of the above persons from William R. McCook, Raymond C. Turnbull, or their respective partners, associates, employees, agents, attorneys or representatives, whether or not prepared over the signature of the deponent or any of the above persons.

(b) American Can Company, Star-Kist Foods, Inc., Van Camp Sea Food Company, Japanese, Korean or Taiwanese fishing fleets, or any affiliate, subsidiary, or representative thereof;

(c) Producers, refiners, suppliers, jobbers, wholesalers, retailers, or transporters of petroleum products, or representatives thereof.

(End)

PILLSBURY, MADISON & SUTRO
WILLIAM E. MUSSMAN
THOMAS J. KLITGAARD
CHARLES A. STORKE
225 Bush Street
San Francisco, California 94104
Telephone: 421-6133

Attorneys for Defendant
Standard Oil Company of California

ORIGINAL
FILED
MAR 9 1971
CLERK, U. S. DIST. COURT
SAN FRANCISCO

United States District Court for the

Northern District of California

UNITED STATES OF AMERICA, Plaintiff, vs. STANDARD OIL COMPANY OF CALIFORNIA, Defendant.	No. 52334-SC Civil

NOTICE OF TAKING DEPOSITION

To plaintiff and its attorneys of record:

PLEASE TAKE NOTICE that on Monday, March 22, 1971, at the hour of 10:00 A.M., the undersigned will take the deposition of William R. McCook at the law offices of Messrs. Lawler, Felix & Hall, 605 West Olympic Boulevard, Los Angeles, California.

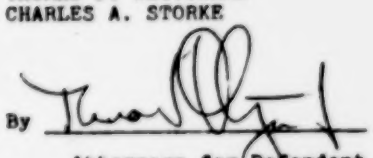
Please take further notice that a Subpoena Duces Tecum will be served upon the deponent which will require him to bring to the deposition all documents described in Attachment "A" hereto.

The deposition will be conducted pursuant to the provisions of the Federal Rules of Civil Procedure before a

Notary Public or some other person duly authorized to administer oaths and take depositions, and will continue from day to day until completed, unless otherwise adjourned.

Dated: March 9, 1971.

PILLSBURY, MADISON & SUTRO
WILLIAM E. MUSSMAN
THOMAS J. KLITGAARD
CHARLES A. STORKE

By 

Attorneys for Defendant
Standard Oil Company
of California

ATTACHMENT "A"

All the following described documents*:

(1) All documents which pertain in whole or in part to the storage, purchase, sale, distribution, or use of petroleum products in American Samoa;

(2) All documents which pertain in whole or in part to the financing of the storage, purchase, sale, distribution, or use of petroleum products in American Samoa, including (but not limited to) all agreements, contractual arrangements, correspondence, memoranda or other records of negotiations or of conversations with The Bank of California, or others, or their representatives, with respect thereto;

(3) All documents which pertain in whole or in part to contacts or dealings concerning the storage, purchase, sale, distribution, or use of petroleum products in American Samoa with:

(a) The Government of the United States, the Government of American Samoa, or their representatives;

(b) American Can Company, Star-Kist Foods, Inc., Van Camp Sea Food Company, Japanese, Korean or Taiwanese fishing fleets, or any affiliate, subsidiary, or representative thereof;

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* "Documents" means all written or graphic material, wherever located, in the possession or under the control of the deponent, or of his partners, associates, employees, agents, attorneys or representatives, whether or not prepared over his or their signatures.

(c) Producers, refiners, suppliers, jobbers, wholesalers, retailers, or transporters of petroleum products, or representatives thereof.

(End)

(Retyped)

Suite 835

March 15, 1971

Lyle Jones, Esquire
2055 Third Avenue
San Diego, California 92112

Dear Mr. Jones:

REFERENCE: STANDARD OIL-AMERICAN SAMOA

I have your letter of January 26, 1971. Please excuse my delay in answering, and trust that the following suggestion will obviate any problems incurred in that delay.

Standard Oil has noticed Mr. McCook's Deposition at this office on Tuesday, March 23, 1971 at 10 a.m. Mr. Bernard Hollander has advised me that he will be present at the Deposition. I spoke with Mr. Ray Turnbull this morning and suggested that Mr. McCook, Mr. Turnbull, and myself have an early breakfast that morning for purposes of review.

If your calendar is such as to permit your being in the Newport Beach area on March 23, 1971 at or shortly after 12 noon, I believe a meaningful meeting between yourself, Mr. McCook, and this writer would permit answering of the questions posed in your earlier letter. I believe this would be the most expedient way to effect a meeting, and additionally you might have an opportunity to speak with Mr. Hollander.

If this is satisfactory with yourself please let me know, and I can arrange to have you picked up at the Orange County Airport, which is approximately 10 minutes from this office.

Will you be good enough to ask you secretary to change her records to indicate my address as the above.

Thank you for your continued courtesy and cooperation.

Very truly yours,

RICHARD B. LYNN

RBL/dmc

(Retyped)

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PM&S SFO

PM&S SFO

TELEX SFO PAID 15 3/17/71

BERNARD M. HOLLANDER, ESQ.
ATTORNEY , U.S. DEPARTMENT OF JUSTICE
ANTITRUST DIVISION
WASHINGTON D. C. 20530

RWNCL:CDM:BMH
60-57-193

DUE TO INABILITY TO SERVE WILLIAM MCCOOK WITH SUBPOENA, WE HAVE PUT OVER HIS DEPOSITION AND THAT OF LYNN TO TUESDAY, MARCH 23,1971, SAME HOURS. DEPOSITIONS WILL BE HELD IN LYNN'S OFFICE, SUITE NO. 835, 555 NEWPORT CENTER DRIVE, NEWPORT BEACH, CALIFORNIA 92660. AMENDED NOTICE TO FOLLOW BY MAIL.

CHARLES A. STORKE
FOR
PILLSBURY, MADISON & SUTRO
WU TELTEX WSH
203)
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PM&S SFO

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MAR 18 1971
CLERK, U. S. DIST. COURT
SAN FRANCISCO

PILLSBURY, MADISON & SUTRO
WILLIAM E. MUSSMAN
THOMAS J. KLITGAARD
CHARLES A. STORKE
225 Bush Street
San Francisco, California 94104
Telephone: 421-6133

Attorneys for Defendant
Standard Oil Company of California

United States District Court for the
Northern District of California

UNITED STATES OF AMERICA,
Plaintiff,
vs.
STANDARD OIL COMPANY OF CALIFORNIA,
Defendant.

No. 52334-SC
Civil

AMENDED NOTICE OF TAKING DEPOSITIONS

To plaintiff and its attorneys of record:

PLEASE TAKE NOTICE that on Tuesday, March 23, 1971, at the times indicated below, at the law office of Richard B. Lynn, Esq., 550 Newport Center Drive, Suite No. 835, Newport Beach, California 92660, the undersigned will take the depositions upon oral examination of each of the following:

Richard B. Lynn at the hour of 9 A.M.

Wm. R. McCook at the hour of 10 A.M.

Please take further notice that a Subpoena Duces Tecum will be served upon Mr. Lynn which will require him to bring to the deposition all documents described in Attachment

"A" hereto and that a Subpoena Duces Tecum will be served upon Mr. McCook which will require him to bring to the deposition all documents described in Attachment "B" hereto.

The depositions will be conducted pursuant to the provisions of the Federal Rules of Civil Procedure before a Notary Public or some other person duly authorized to administer oaths and take depositions, and will continue from day to day until completed, unless otherwise adjourned.

Dated: March 17, 1971.

PILLSBURY, MADISON & SUTRO
WILLIAM E. MUSSMAN
THOMAS J. KLITGAARD
CHARLES A. STORKE

By Charles A. Storke

Attorneys for Defendant
Standard Oil Company
of California

ATTACHMENT "A"

All the following described documents*:

(1) All documents which pertain in whole or in part to the storage, purchase, sale, distribution, or use of petroleum products in American Samoa;

(2) All documents which pertain in whole or in part to the financing of the storage, purchase, sale, distribution, or use of petroleum products in American Samoa, including (but not limited to) all agreements, contractual arrangements, correspondence, memoranda or other records of negotiations or of conversations with The Bank of California, or others, or their representatives, with respect thereto;

(3) All documents which pertain in whole or in part to contacts or dealings concerning the storage, purchase, sale, distribution, or use of petroleum products in American Samoa with:

(a) The Government of the United States, the Government of American Samoa, or their representatives;

---

* "Documents" means all written or graphic material, wherever located, in the possession or under the control of the deponent, or of his partners, associates, employees, agents, attorneys or representatives, including (but not limited to) all documents delivered to the deponent or any of the above persons by, or obtained by the deponent or any of the above persons from William R. McCook, Raymond C. Turnbull, or their respective partners, associates, employees, agents, attorneys or representatives, whether or not prepared over the signature of the deponent or any of the above persons.

(b) American Can Company, Star-Kist Foods, Inc., Van Camp Sea Food Company, Japanese, Korean or Taiwanese fishing fleets, or any affiliate, subsidiary, or representative thereof;

(c) Producers, refiners, suppliers, jobbers, wholesalers, retailers, or transporters of petroleum products, or representatives thereof.

(End)

ATTACHMENT "B"

All the following described documents*:

(1) All documents which pertain in whole or in part to the storage, purchase, sale, distribution, or use of petroleum products in American Samoa;

(2) All documents which pertain in whole or in part to the financing of the storage, purchase, sale, distribution, or use of petroleum products in American Samoa, including (but not limited to) all agreements, contractual arrangements, correspondence, memoranda or other records of negotiations or of conversations with The Bank of California, or others, or their representatives, with respect thereto;

(3) All documents which pertain in whole or in part to contacts or dealings concerning the storage, purchase, sale, distribution, or use of petroleum products in American Samoa with:

(a) The Government of the United States, the Government of American Samoa, or their representatives;

(b) American Can Company, Star-Kist Foods, Inc., Van Camp Sea Food Company, Japanese, Korean or Taiwanese fishing fleets, or any affiliate, subsidiary, or representative thereof;

---

* "Documents" means all written or graphic material, wherever located, in the possession or under the control of the deponent, or of his partners, associates, employees, agents, attorneys or representatives, whether or not prepared over his or their signatures.

(c) Producers, refiners, suppliers, jobbers, wholesalers, retailers, or transporters of petroleum products, or representatives thereof.

(End)

DEPOSITION SUBPOENA TESTIFY OR PRODUCE DOCUMENTS (... HINGS (Revised Oct. 1953) B. C. Form No. 8

United States District Court

FOR THE

Central District of California

UNITED STATES OF AMERICA,
Plaintiff,

vs.

STANDARD OIL COMPANY OF CALIFORNIA,
Defendant.

CIVIL ACTION FILE NO. 52334-SC

TO RICHARD B. LYNN

YOU ARE COMMANDED to appear at the law office of Richard B. Lynn, Esq., 550 Newport Center Drive, Suite No. 835 in the city of Newport Beach on the 23rd day March, 1971, at 9 o'clock A. M. to testify on behalf of defendant, Standard Oil Company of California

at the taking of a deposition in the above entitled action pending in the United States District Court for the Northern District of California and bring with you

All documents described in Attachment "A" hereto.

Dated March 17, 1971

Attorney for Defendant, Standard Oil Company of California

Address 225 Bush Street, San Francisco, California 94104

Clerk.

By ..... Deputy Clerk.

If unless the Court has made such order as is authorized by law, it requires the production of documents or tangible things on which case the documents and things should be designated in the blank space provided for that purpose.

RETURN ON SERVICE

Received this subpoena at ..... on .....
and on ..... at .....
served it on the within named .....
by delivering a copy to h ... and tendering to h ... the fee for one day's attendance and the mileage allowed by law.*
Dated: .....

Service Fees
Travel ..... $ .....
Services .....
Total ..... $

By .....

Subscribed and sworn to before me, a ..... this ..... day of ..... 19 .....

* Fees and mileage need not be tendered to the witness upon service of a subpoena issued in behalf of th... or an officer or agency thereof. 28 USC 1825.

Note— Affidavit required only if service is made by a person other than a United States Marshal or h...

ATTACHMENT "A"

All the following described documents*:

(1) All documents which pertain in whole or in part to the storage, purchase, sale, distribution, or use of petroleum products in American Samoa;

(2) All documents which pertain in whole or in part to the financing of the storage, purchase, sale, distribution, or use of petroleum products in American Samoa, including (but not limited to) all agreements, contractual arrangements, correspondence, memoranda or other records of negotiations or of conversations with The Bank of California, or others, or their representatives, with respect thereto;

(3) All documents which pertain in whole or in part to contacts or dealings concerning the storage, purchase, sale, distribution, or use of petroleum products in American Samoa with:

(a) The Government of the United States, the Government of American Samoa, or their representatives;

---

* "Documents" means all written or graphic material, wherever located, in the possession or under the control of the deponent, or of his partners, associates, employees, agents, attorneys or representatives, including (but not limited to) all documents delivered to the deponent or any of the above persons by, or obtained by the deponent or any of the above persons from William R. McCook, Raymond C. Turnbull, or their respective partners, associates, employees, agents, attorneys or representatives, whether or not prepared over the signature of the deponent or any of the above persons.

(b) American Can Company, Star-Kist Foods, Inc., Van Camp Sea Food Company, Japanese, Korean or Taiwanese fishing fleets, or any affiliate, subsidiary, or representative thereof;

(c) Producers, refiners, suppliers, jobbers, wholesalers, retailers, or transporters of petroleum products, or representatives thereof.

(End)

DEPOSITION SUBPOENA: TESTIFY OR PRODUCE DOCUMENTS OR THINGS (Revised Oct. 1963) D. C. Form No. 9

United States District Court

FOR THE

Central District of California

UNITED STATES OF AMERICA,
Plaintiff,

vs.

STANDARD OIL COMPANY OF CALIFORNIA,
Defendant.

CIVIL ACTION FILE NO. 5233½-SC

TO WILLIAM R. McCOOK

YOU ARE COMMANDED to appear at the law office of Richard B. Lynn, Esq., 550 Newport Center Drive, Suite No. 835 in the city of Newport Beach on the 23rd day March, 1971, at 10 o'clock A. M. to testify on behalf of defendant, Standard Oil Company of California

at the taking of a deposition in the above entitled action pending in the United States District Court for the Northern District of California and bring with you

All documents described in Attachment "A" hereto.

Dated March 17, 19 71

Attorney for Defendant, Standard Oil Company of California

Address 225 Bush Street, San Francisco, California 94104

Clerk.

By ..... Deputy Clerk.

1. Strike the ... [illegible] ... the production of documents or tangible things, in which case the fees, mileage and charges shall be computed in the manner provided for that purpose.

RETURN ON SERVICE

Received this subpoena at ..... on ..... and on ..... at .....

served it on the within named ..... by delivering a copy to h... and tendering to h... the fee for one day's attendance and the mileage allowed by law.*

Dated: ....., 19....

Service Fees

Travel ..... $ .....

Services .....

Total ..... $

By .....

Subscribed and sworn to before me, a ..... this ..... day of 19

.....

* Fees and mileage need not be tendered to the witness upon service of a subpoena issued in behalf of the United States or an officer or agency thereof. 28 USC 1825.

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his ... [illegible]

ATTACHMENT "A"

All the following described documents*:

(1) All documents which pertain in whole or in part to the storage, purchase, sale, distribution, or use of petroleum products in American Samoa;

(2) All documents which pertain in whole or in part to the financing of the storage, purchase, sale, distribution, or use of petroleum products in American Samoa, including (but not limited to) all agreements, contractual arrangements, correspondence, memoranda or other records of negotiations or of conversations with The Bank of California, or others, or their representatives, with respect thereto;

(3) All documents which pertain in whole or in part to contacts or dealings concerning the storage, purchase, sale distribution. or use of petroleum products in American Samoa with:

(a) The Government of the United States, the Government of American Samoa, or their representatives;

(b) American Can Company, Star-Kist Foods, Inc., Van Camp Sea Food Company, Japanese, Korean or Taiwanese fishing fleets, or any affiliate, subsidiary, or representative thereof;

---

* "Documents" means all written or graphic material, wherever located, in the possession or under the control of the deponent, or of his partners, associates, employees, agents, attorneys or representatives, whether or not prepared over his or their signatures.

(c) Producers, refiners, suppliers, jobbers, wholesalers, retailers, or transporters of petroleum products, or representatives thereof.

(End)

At Sloan's

3-17-71

Edward Pettman 2/2
27 William St NYC 10005
Mr. Klitgaard – Juan II

Sec'y Sloan
Nephews

Xerox copies
(2) RT & Sloan's letter
& ITS.

(5) 4/14/61
ITS to RT
7c

(3) 4/13/61
RT to ITS
7c

(4) 10/2/62 7c 63
RT & ITS

(5) 7/2/62 1951
RT to ITS

(6) 7/1/64 TL 48
RT to HRL 47

(7) 6/8/64 TL 51.
RT & ITS

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CAROL ANN HARGREAVES COMPANY, COURT REPORTERS AND DEPOSITION NOTARIES

UNITED STATES DISTRICT COURT

FOR THE

NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, Plaintiff, vs. STANDARD OIL COMPANY OF CALIFORNIA, Defendant.	Civil Action File No. 52334-SC

Deposition of RICHARD B. LYNN, taken on behalf of the defendant, at 550 Newport Center Drive, Newport Beach, California, commencing at 9:15 a.m., on the 23rd day of March, 1971, before Vickie Crawford, a Notary Public in and for the County of Los Angeles, State of California, pursuant to the annexed stipulation.

APPEARANCES OF COUNSEL:

For the Plaintiff: U. S. DEPARTMENT OF JUSTICE, ANTITRUST DIVISION, By: BERNARD M. HOLLANDER, Esq. and DONALD MULLENS, Esq., Washington, D.C. 20530

For the Defendant: PILLSBURY, MADISON & SUTRO, By: THOMAS J. KLITGAARD, Esq. and CHARLES A. STORKE III, Esq., 225 Bush Street, San Francisco, California 94104

CAROL ANN HARGREAVES COMPANY, COURT REPORTERS AND DEPOSITION NOTARIES

I N D E X

WITNESS:	DIRECT	CROSS
Richard B. Lynn		
(By Mr. Klitgaard)	4	
(By Mr. Hollander)		19

It is stipulated by and between counsel for the parties that any depositions taken in preparation for the trial of the case are taken pursuant to Rule 26 and all objections are reserved to the time of trial.

It is further stipulated that both sides waive the requirement that the witness sign his deposition before the same notary public who takes the deposition, but instead he may sign it before any notary public.

It is further stipulated that if any of the depositions are not filed with the reporter and the Clerk of the Court 30 days before trial, a certified copy of the deposition may be substituted by counsel for the original.

It is further stipulated that wherever it is necessary to use copies or reproductions of the original documents that had been produced insofar as they were originals, there will be no objection from either side to the use of the copies. Where the copy is not completely legible an effort will be made to substitute either a legible copy or the document.

RICHARD B. LYNN,

called as a witness on behalf of the defendant, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. KLITGAARD:

Q Will you state your full name, please.

A Richard B. Lynn, L-y-n-n.

Q What is your business address, Mr. Lynn?

A 550 Newport Center Drive, Suite 835, Newport Beach, Zip Code 92660.

Q What is your occupation, sir?

A I am an attorney.

Q Are you admitted to practice in California?

A In California, that's correct.

Q Have you been employed to represent William R. McCook in connection with possible litigation with Standard Oil Company of controlling petroleum supply or distribution in American Samoa?

A I have.

Q How long have you been so retained?

A For approximately six months. Six or seven months.

Q Do you know if any other attorneys have been retained by Mr. McCook in connection with this possible litigation against Standard Oil Company of California?

A I have associated the San Diego firm of Sullivan, Augustine, et al., for purposes of a preliminary consideration of the merits of a possible lawsuit.

Q Do you know the address of that firm offhand?

A I am sorry. I don't.

Q Is there any particular person with whom you have dealt at this Sullivan, Augustine firm?

A With Mr. Sullivan, Mr. Jim Sullivan.

Q Anyone else?

A And Mr. Lyle, L-y-l-e, Jones.

Q Have any documents been delivered to you by

CAROL ANN HARGREAVES COMPANY, COURT REPORTERS AND DEPOSITION NOTARIES

Mr. McCook in connection with said representation; that is, documents that refer to the supply or distribution of petroleum products in American Samoa?

A Various documents have been, in fact, delivered to me, either from Mr. McCook or Mr. Raymond Turnbull. I am not sure, you know, out of whose office they came, but I think probably in answer to your question it could be fairly stated, yes, there have been documents delivered to me.

Q Do you also represent Mr. Raymond C. Turnbull?

A I was present at the taking of Mr. Turnbull's deposition. I consider my client to be Mr. McCook.

Q Do you have a formal employment agreement with Mr. Turnbull?

A No, I do not.

Q Do you have a formal employment agreement with Mr. McCook?

A No, I do not.

Q Do you have an oral or informal employment agreement with Mr. McCook?

A I would like the record to show since approximately 1967 I've represented Mr. McCook in numerous business transactions and all of them have been by virtue of an oral agreement. There has never been any written retainer agreement as such.

Q Is it fair to state, then, that your representation of Mr. Turnbull at the Turnbull deposition was incidental to your representation of Mr. McCook in connection with this litigation?

CAROL ANN HARGREAVES COMPANY, COURT REPORTERS AND DEPOSITION NOTARIES

A I think that is a fair statement.

Q Apart from the one time you appeared for Mr. Turnbull at his deposition, have you represented him on any other occasion in connection with any other matter?

A Any other matter?

Q Yes.

A Mr. Turnbull?

Q Yes.

A No.

Q Do you have any documents in your possession or under your control that have been received from employees, agents, associates, partners, representatives, other persons acting for Mr. McCook or for Mr. Turnbull, as opposed to documents you might have received just directly from Mr. McCook or Mr. Turnbull?

A I think it's a safe thing to say that the documents that were presented are part of the record in the earlier Turnbull deposition and are the totality of the documents that I have.

Q Now, that didn't answer my question. I asked if any documents were in your possession or had been received by you from persons other than Mr. McCook directly or Mr. Turnbull directly, through partners, agents, representatives or employees or persons of that nature.

A No, I think not.

Q In other words, every document you got --

A Came either from Turnbull or McCook.

Q Right. If I asked the same question about

CAROL ANN HARGREAVES COMPANY, COURT REPORTERS AND DEPOSITION NOTARIES

receiving documents from agents or employees of Mr. Turnbull, I take it your answer would be the same.

A It would be the same.

Q Now, you have been served with a subpoena, have you not?

A Yes.

Q And you are appearing here today pursuant to that subpoena?

A That's correct.

Q The subpoena called for the production of certain documents. What I think we'll do now is proceed down the paragraphs of the subpoena and ask you what documents you may have which may be responsive to those paragraphs.

I might state for the record that documents as called for by the subpoena means all written or graphic material, wherever located, in the possession or under the control of the deponent or his partners, associates, employees, agents, attorneys or representatives, including but not limited to all documents delivered to the deponent or any of the above persons by or obtained by the deponent or any of the above persons from William R. McCook, Raymond C. Turnbull, or their respective partners, associates, employees, agents, attorneys or representatives, whether or not those documents were prepared over the signature of the deponent or any of the above persons.

Do you have that description in mind, Mr. Lynn, or would you like me to repeat it again?

A Well, I'm not concerned with the totality of the documentations that originated over the signatures of either

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Mr. Turnbull or Mr. McCook or the multiple correspondence that came from various governmental officers, which are already the subject matter of an earlier deposition. If beyond that you are referring to documentations that went out over my signature --

Q No. Over anyone's signature in connection with this matter, namely, the supply or distribution of petroleum products in American Samoa that may be in your possession from the government of American Samoa or the American Samoa Department of Interior, over the signature of a canner, such as Van Camp of Starkist, over the signature of another potential supplier. In other words, over the signature not only of Mr. McCook or Mr. Turnbull or their representatives, but over the signature of anyone else that may relate to the subject matter who qualifies.

A I think I understand ~~your~~ the subject matter of your inquiry ~~deposition~~.

Q So that you may be assisted, Mr. Lynn, I'll hand you a copy of Attachment A to your subpoena and you can look at it as we go down through the various categories.

Paragraph 1 of the subpoena calls for all documents which pertain in whole or in part to storage, purchase, sale, distribution or use of petroleum products in American Samoa.

Do you have documents responsive to that paragraph here with you today?

A I think possibly, Mr. Klitgaard, by reference to my letter to Mr. Mussman of your office on January 13th of 1971 in which I indicated that:

"You have my assurance that there is

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nothing in the files respecting those items referred to in your deposition heretofore noticed for January 22, 1971. Those documents previously marked TU-001 through TU-100 constitute the totality of the file in respect to the above matter."

I honestly hope we're not going to sit here today and take each one of those documents and go through and reiterate the same things we went through before.

Q Let me ask you this: Have you gone through the subpoena and read the paragraphs and the types of documents called for and have you looked in your records to see if you have any of the types of documents called for in the subpoena?

A I think I can honestly make the same statement that I made in my earlier letter of January 13th in response to each and every paragraph of your Attachment A to the subpoena served upon me Sunday morning.

Q What answer is that?

A That you have them all or they are already a matter of record.

Q Now, do you have records with you today containing those documents?

A You mean do I have each of the TU-001 through TU-100?

Q Yes.

A I have some of them. I may not have all of them here.

Q Do you recall telling me last week that certain

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documents were in the possession of Mr. Sullivan and Mr. Jones in San Diego and you did not have them in your possession, documents that have been delivered to you by Mr. McCook?

A I think what I said, Mr. Klitgaard, I was not completely comfortable at that time with the unequivocal statement ~~at that time~~ that everything was in this office or had been ~~part~~ previously made a part of the earlier deposition. I'm saying to you now I am comfortable in that feeling. In other words, I've had a chance to review the things and think that I can make the same statement with reference to each of these subparagraphs as I did in my letter to your office on January 13th.

Q In other words, is what you are telling me is that the documents that have previously been produced and numbered TU-001, et cetera, are all the documents in your possession or control or under the possession or control of Sullivan, Augustine, in San Diego that relate to the various paragraphs of the subpoena?

A Yes, I can make that representation.

Q Have you made copies of any of these documents and delivered those copies to the Department of Justice?

A No. I think -- excuse me.

Mr. Hollander, I don't think there is any secret about the file.

MR. HOLLANDER: As you said on the record and as Mr. Turnbull said on the record, the documents made were numbered by the government TU-100.

MR. KLITGAARD: Let me ask the witness --

(Whereupon the record was read.)

Q BY MR. KLITGAARD: Did you provide your files to the Department of Justice to review? That is, did you provide the Turnbull and McCook documents?

A No.

Q How did the Justice Department obtain copies of those documents, then, if you know?

A I am not qualified to answer that question.

Q At any time prior to today, have you made any files that relate to any of the subject matters called for in the subpoena available to the Department of Justice for its review?

A No.

Q Have you made any documents in those files available to the Department of Justice for its review?

A No.

Q Did you deliver the originals of any documents at any time to the Department of Justice for its review?

A No.

Q You understand when I'm referring to the Department of Justice, I'm referring to the agents and representatives of the Department of Justice, such as Mr. Hollander, Mr. Mullens, or other persons connected with the Antitrust Division.

A I understand that.

Q Has Mr. Hollander ever looked at the documents in your files from Mr. McCook and Mr. Turnbull prior to today?

A The originals of the copies that I may have in my file?

Q Any documents you may have in your file.

A I have no way of answering that question.

Q Did you make the files available to Mr. Hollander?

A No.

Q Do you know how Mr. Hollander obtained the documents that are marked with TU numbers and delivered them to us?

A Not other than what appears as a matter of record on the earlier Turnbull deposition.

Q What was that?

A I can't honestly remember. We'd have to dig through and see the innuendos that went back and forth.

Q I simply would like to know if any of the documents you have brought with you today to this deposition have been shown by you at any previous time to Mr. Hollander or any other representative of the Department of Justice.

MR. HOLLANDER: I object to this line of questioning. It is repetitious. You have had the question answered a number of times, Mr. Klitgaard. It is perfectly all right if you want to drag this out and let the witness answer it again. I don't understand the line of questioning.

THE WITNESS: The totality of the documents that I have in my possession which were previously numbered TU-100 through-- or TU-001 through TU-100 were, of course, available to and were examined by Mr. Hollander at an earlier date.

Q BY MR. KLITGAARD: When was that?

A At the Turnbull deposition.

Q Prior to the Turnbull deposition, were they made available?

A That I have no way of answering.

Q Did you obtain any separate sets of documents from

Mr. McCook, apart from the Turnbull documents?

A Well, as stated earlier, various papers flowed into this office from the offices of Mr. Turnbull and Mr. McCook, and I can't honestly say if they all came from one location or the other.

Q Did you collect those papers into a separate file?

A No. I believe Mr. Turnbull did.

Q Then Mr. Turnbull took the documents that had come in from Mr. McCook and his own documents that he had provided and those are the documents that were numbered TU-1 et seq?

A Right.

Q Do you have your files with you today containing those documents?

A I do not have all copies of all of these 001 through 100, but I can again assure you that I have nothing other than those previously numbered TU-001 through 100. I have one letter here which is dated the 25th of August and I have not been able to pin either a DDX or a TU number to that document. Unfortunately, I don't have a chronological list of those prior items. Possibly in your record there you could tell me whether or not you have in your file a letter dated August 25, 1965, over Mr. Turnbull's signature, addressed to Mr. Shaw. I'm quite sure this was a previously produced document. Yes. That is it. What is the number on that?

MR. HOLLANDER: It is TU-75.

Off the record.

(Whereupon a discussion ensued off the record.)

MR. STORKE: Is that to Mr. Shaw?

THE WITNESS: Yes. That is the one item I wasn't able -- what is the number?

MR. STORKE: TY-076.

THE WITNESS: Okay. That was the only item that I had.

Q BY MR. KLITGAARD: Now, in connection with the McCook documents, is it your testimony that Mr. Turnbull intermingled those documents with his own correspondence and other documents?

A Well, I am sure, Mr. Klitgaard, that copies that initiated from Mr. McCook's office were copied to Mr. Turnbull, and, conversely, many of the documents that initiated from Mr. Turnbull's office were copied to Mr. McCook.

Q Just so we can cover all the bases and maybe save a lot of time, let me just run down through these categories.

Again starting with our definition of documents, which we put earlier on the record, referring to Paragraph 1 of the subpoena, we called for all documents which pertain in whole or in part to storage, purchase, sale, or distribution or use of petroleum products in American Samoa. Is it your testimony you have produced all those?

A It is my testimony that Items 001 through 100 in the prior Turnbull deposition constitute all the documents, copies of the originals, that I have in my possession; correct.

Q So the record can be straight, although Mr. Turnbull has produced documents which are numbered TU-001 through TU-100, not all of those documents were marked at the Turnbull deposition. However, I assume you are saying that all the documents bearing the numbers 1 through 100, TU-1 through 100, constitute all the documents that met these descriptions here?

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A There were some additional documents produced at the deposition that were assigned numbers. Did they still fall within that 100 category? In other words, is the highest number you have in your record there No. 100?

Q Yes, I believe that is correct.

A All right. Then the answer is yes.

Q So I take it, then, your testimony is that all documents meeting the description in this first category of the subpoena have been produced by you?

A Right.

Q Directing your attention to the second paragraph, which calls for all documents which pertain in whole or in part to the financing, purchase, sale, distribution or use of petroleum products in American Samoa, and I note this section refers to financing.

A Right.

Q Including but not limited to all agreements, contractual arrangements, correspondence, memoranda, or other records of negotiations or of conversations with the Bank of California or others or their representatives with respect thereto. Referring back, of course, to the financing.

A I'll testify to the fact that I have no documents which meet any of the categories referred to in Subparagraph 2 of Attachment A.

2-or-(a)?

Q Does Sullivan and Augustine in San Diego?

A No.

Q Does Mr. McCook or Mr. Turnbull, to your knowledge?

A To my knowledge, no.

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Q Does anyone else, to your knowledge?

A Not to my knowledge.

Q Directing your attention to Paragraph 3 of the subpoena, this calls for all documents which pertain in whole or in part to contracts or dealings concerning the storage, purchase, sale, distribution or use of petroleum products in American Samoa with -- and now we have a series of subcategories and we will take them one at a time.

Subparagraph (a), the Government of the United States, the Government of American Samoa, or their representatives.

Again, my question is, have you produced for us all the documents in your possession or under your control or in the possession or under the control of Sullivan and Augustine or Mr. Turnbull or Mr. McCook that fit this category?

A Qualifying the answer as it relates to -- to Mr. McCook, because I believe Mr. Turnbull testified earlier that he had produced all of the various documents -- my answer would be yes, I have produced all documents, or, no, I have no other documents that have not been produced.

Q Would you state the qualification with respect to Mr. McCook?

A That I am unable to say unequivocally that Mr. McCook has produced all documents relating to the items referred to in Paragraph (a) of Attachment A.

Q To the best of your knowledge, though, he has?

A To the best of my knowledge, he has.

Q Directing your attention to Subparagraph (b), which

refers to documents which pertain in whole or in part to contracts or dealings, as described in the heading of (3) with American Can Company, Starkist Foods, Van Camp Seafood Company, Japanese, Korean, or Taiwanese fishing fleets or any affiliate, subsidiary, or representative thereof.

A My answer to Subparagraph (b) is the same as my answer with respect to 3(a).

Q Subject to the same qualifications?

A Subject to the same qualifications.

Q Directing your attention now to Subparagraph (c), which again calls for documents described in the heading of Subparagraph (3) and those documents which pertain, in whole or in part, to contracts or dealings with producers, refiners, suppliers, jobbers, wholesalers, retailers, or transporters of petroleum products or representatives thereof.

A My answer to Subparagraph (c) would be the same, with the same qualifications as my answer to 3(a) and 3(b).

Q In other words, you produced all documents fitting that description?

A To the best of my knowledge.

Q Except for the single qualification for Mr. McCook?

A That I cannot unequivocally speak for Mr. McCook.

Q You are speaking now for yourself?

A Right.

Q And Sullivan, et cetera, the Sullivan, Augustine, firm and also Mr. Turnbull; is that correct?

A That's correct. Right.

Q To your knowledge, has Mr.McCook himself given any documents to the Department of Justice or any representative thereof concerning this?

A Not to my knowledge.

Q Apart from yourself, do you know if Mr. McCook has allowed Mr. Hollander to go through Mr.McCook's own personal files?

A I am not aware of that fact, if it has, in fact, occurred.

Q Or any other representatives?

A Or any other representatives of this or any other government.

Q Are all documents that the Sullivan, Augustine, firm has in this matter, that is, relating to the possible litigation against Standard Oil Company of California by Mr. McCook and/or Mr. Turnbull, documents that have been delivered by you to that firm?

A Other than potentially -- well, yes.

Q By documents, I'm again referring to documents which would fit the categories called for in the subpoena.

A Right.

MR. KLITGAARD: That is all I have. Thank you, Mr. Lynn.

CROSS EXAMINATION

BY MR. HOLLANDER:

Q Mr. Lynn, I just have one question.

Prior to this deposition and after you made your representation in writing to Mr. Mussman, did you make any

other representations to Mr. Klitgaard concerning the documents that have been produced or the documents that remain in your files concerning these matters that are covered in the subpoena?

A The representation that was made to Mr. Klitgaard was that I was not, as I have earlier stated, completely comfortable with the unequivocal statement that everything had been produced, because there was a certain amount of mail in the Los Angeles area, in this office, and the mail between the Los Angeles and San Diego office, and until I could verify that fact I didn't feel, as I said, I could make the unequivocal representation that the previously numbered 001 to 100 constituted the totality of the documents.

Q Did you at any time, subsequent to your initial reaction, represent to Mr. Klitgaard that you were satisfied that all the documents had been produced that were in your possession?

A I'm not sure, Mr. Klitgaard, whether in our telephone conversations of the -- oh, when was it? The 9th or 10th--whether or not that constituted that kind of a representation. I think it may have to me, but I believe to answer that question, it would have to be what the subjective understanding was by Mr. Klitgaard. But I thought I represented, yes, that the totality of the documents had been produced.

Q Did Mr. Klitgaard give you any reason why this deposition needed to be taken, after you had made that representation?

A Insofar as my deposition, Mr. Hollander, no, not actually.

MR. HOLLANDER: I have no further questions.

MR. KLITGAARD: For the sake of the record, let it show that I contacted Mr. Lynn and was told by him that he did not have -- first that he did not have all the documents in his possession, that they were spread around in Los Angeles and San Diego and elsewhere, and that he could not let me see them or did not want to let me see them until he had them all collected. We are informed that his client, Mr. McCook, has submitted files to Mr. Lynn which may be somewhat lengthy and which may contain documents relating to the American Samoan litigation or to petroleum supply or distribution in Samoa. Since Mr. Lynn was not definite in our conversation in the early part of March as to what documents he did or did not have, and in the interest of preserving for the court a record of all documents that have been produced and verifying under oath they were produced, we thought it would be courteous to Mr. Lynn and efficient, as well, to proceed with this deposition and confirm that all the documents had been produced.

That is all I have.

MR. HOLLANDER: I have no further questions.

Thank you, Mr. Lynn.

MR. KLITGAARD: Stipulate to sign before any Notary?

MR. HOLLANDER: I believe that is part of the stipulation.

WITNESS.

CAROL ANN HARGREAVES COMPANY, COURT REPORTERS AND DEPOSITION NOTARIES

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STATE OF CALIFORNIA,)
) ss.
County of ~~Los Angeles~~ Orange)

I, Irene V. Bennett, a Notary Public in and for the County of ~~Los Angeles~~ Orange, State of California, do hereby certify:

That on the 22nd day of June, 1971, before me personally appeared RICHARD B. LYNN, the witness whose deposition appears hereinbefore.

That the said witness was by me duly advised of the right to make such changes and corrections in the within transcript as might be necessary in order to render the same true and correct.

That the said witness stated to me that the said deposition had been read to or by him, and he, having made such changes and corrections as he desired, thereupon subscribed and swore to said deposition in my presence.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal of office this 22nd day of June, 1971.

Irene V. Bennett
Notary Public in and for the County of ~~Los Angeles~~ Orange, State of California.

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23

STATE OF CALIFORNIA,)
) ss.
County of Los Angeles)

I, Vickie Crawford, C.S.R., a Notary Public within and for the County of Los Angeles and State of California, do hereby certify:

That prior to being examined, RICHARD B. LYNN, the witness named in the foregoing deposition, was by me duly sworn to testify the truth, the whole truth and nothing but the truth;

That said deposition was taken before me pursuant to annexed stipulation, at the time and place therein set forth, and was taken down by me in shorthand and thereafter transcribed into typewriting under my direction and supervision; that the said deposition is a true record of the testimony given by the witness;

That it was stipulated by counsel that said deposition may be read, corrected and signed by the witness before any notary public in and for the County of Los Angeles, State of California.

I further certify that I am neither counsel for nor related to any party to said action, nor in anywise interested in the outcome thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal, this 17 day of April, 1971.

Vickie Crawford
Notary Public in and for the County of Los Angeles, State of California.

OFFICIAL SEAL
VICKIE CRAWFORD
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

CAROL ANN HARGREAVES COMPANY COURT REPORTERS AND DEPOSITION NOTARIES

UNITED STATES DISTRICT COURT

FOR THE

NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, Plaintiff, vs. STANDARD OIL COMPANY OF CALIFORNIA, Defendant.	Civil Action File No. 52334-SC

Deposition of WILLIAM ROBERT McCOOK, taken on behalf of the defendant, at 550 Newport Center Drive, Newport Beach, California, commencing at 10:15 a.m., on the 23rd day of March, 1971 before Vickie Crawford, a Notary Public in and for the County of Los Angeles, State of California, pursuant to the annexed stipulation.

APPEARANCES OF COUNSEL:

For the Plaintiff: U. S. DEPARTMENT OF JUSTICE, ANTITRUST DIVISION, By: BERNARD M. HOLLANDER, Esq. and DONALD MULLENS, Esq., Washington , D.C. 20530

For the Defendant: PILLSBURY, MADISON & SUTRO, By: THOMAS J. KLITGAARD, Esq. and CHARLES A. STORKE III, Esq., 225 Bush Street, San Francisco, California 94104

For the Witness: RICHARD B. LYNN, Esq., 550 Newport Center Drive, Newport Beach, California.

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It is stipulated by and between counsel for the parties that any depositions taken in preparation for the trial of the case are taken pursuant to Rule 26 and all objections are reserved to the time of trial.

It is further stipulated that both sides waive the requirement that the witness sign his deposition before the same notary public who takes the deposition, but instead he may sign it before any notary public.

It is further stipulated that if any of the depositions are not filed with the reporter and the Clerk of the Court 30 days before trial, a certified copy of the deposition may be substituted by counsel for the original.

It is further stipulated that wherever it is necessary to use copies or reproductions of the original documents that had been produced insofar as they were originals, there will be no objection from either side to the use of the copies. Where the copy is not completely legible an effort will be made to substitute either a legible copy or the document.

WILLIAM ROBERT McCOOK,

called as a witness on behalf of the defendant, having been first duly sworn, was examined and testified as follows:

MR. KLITGAARD: Do you wish to show Mr. Lynn's appearance for the witness? I take it you are appearing today for the witness, Mr. Lynn?

MR. LYNN: Yes.

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DIRECT EXAMINATION

BY MR. KLITGAARD:

Q Will you state your full name, please.

A William Robert McCook.

Q And what is your present business address, sir?

A 14400 East Firestone Boulevard, La Mirada.

Q Your current residence address?

A 2579 Pequeno Circle, Palm Springs.

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Q Now, you have been served with a subpoena and given a subpoena which lists categories and various categories of documents with respect to American Samoa and I think you have it right there in your hand.

A Yes.

Q Do you want to take a look at the attachment on the subpoena, Mr. McCook, and we'll go through it and ask you what documents you may have that relate to the subpoena. First of all, let me ask you this: In connection with your petroleum facility venture, did you keep a file which contained correspondence concerning that?

A Yes.

Q And do you currently have that file in your

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possession?

A No.

Q Did you deliver the file to someone?

A Yes.

Q To whom?

A Mr. Lynn.

Q About how long ago did you do that?

A Several months ago.

Q Now, do you have any documents at all that you have delivered to Mr. Lyle Jones or Mr. Sullivan or any member of the Sullivan, Augustine firm in San Diego concerning Samoa?

A I delivered none to them.

Q I believe you have retained Mr. Lynn, have you not, to represent you in connection with possible litigation against Standard Oil Company of California?

A Yes.

Q With respect to petroleum supplies in American Samoa?

A Yes.

Q And is it a fair statement to say that you are withholding action on that matter pending decision of the government suit which is now pending against Standard Oil of California?

A Yes, that is fair.

MR. LYNN: I think that probably is a decision that would be made by counsel upon counsel's recommendation, Mr. McCook, to make a determination in that point, which has not been reached.

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MR. KLITGAARD: Thank you.

Q Now, directing your attention to the attachment to the subpoena, Mr. McCook, you will see that the subpoena asks you to bring to the deposition certain described documents, and at the bottom you will see that the documents as defined to mean all written or graphic material, wherever located, in the possession or under the control of the deponent, or of his partners, associates, employees, agents, attorneys or representatives, whether or not prepared over his or their signatures. In other words, any documents prepared by anybody that fit the description. Do you have that definition in mind?

A Yes.

Q Now, directing your attention to Paragraph 1 of this attachment, do you see there that the subpoena calls for all documents which pertain in whole or in part to the storage, purchase, sale, distribution, or use of petroleum products in American Samoa? Now, have you delivered all documents which are in that category and which at any time were in your possession to Mr. Lynn?

A Yes.

Q And you have retained none of those documents that fit the description at this time?

A To my knowledge, I have given him my file, unless there might be a few miscellaneous things that may be filed elsewhere.

Q Have you taken a look in the files to see if there are documents?

A No.

Q Where are those files?

A It would be miscellaneous correspondence files. They would be in my office.

MR. LYNN: I think it is fair to state that I made more than a cursory examination of Mr. McCook's files recently, that is, within the last 10 days, and I could find nothing in addition to that which had already been delivered here.

MR. KLITGAARD: You are referring to the files at his office?

MR. LYNN: I am referring to the single four-drawer file which is in his office and which contains myriad of subfiles and I went through each one individually.

MR. HOLLANDER: Off the record.

(Whereupon a discussion ensued off the record.)

MR. HOLLANDER: Back on the record.

Q BY MR. KLITGAARD: The next category, Mr. McCook, are all documents which pertain in whole or in part to the financing -- you will note we are talking about financing -- of the storage, purchase, sale, distribution, or use of petroleum products in American Samoa, including, but not limited to, all agreements, contractual arrangements, correspondence, memoranda or other records or negotiations or of conversations with the Bank of California, or others, or their representatives, with respect thereto.

Now, do you have any documents in your possession at the present time that fit this category?

A No.

Q And have you delivered all files or other folders

that would contain this type of document to Mr. McCook for his review?

A Mr. Lynn?

Q Mr. Lynn.

A Yes.

Q Directing your attention now to Paragraph 3, we refer here to all documents which pertain in whole or in part to contacts or dealings concerning the storage, purchase, sale, distribution or use of petroleum products in American Samoa with -- and now we have a series of subcategories: Subparagraph (a) is the government of the United States, the government of American Samoa, or their representatives, which would include the Justice Department and people like that.

Now, have you any documents in your possession at the present time which fit this category?

A No.

Q And again, I'll ask you if you delivered all documents that would fit that category to Mr. Lynn?

A Yes.

Q Directing your attention now to Subparagraph (b), we see documents which pertain in whole or in part to contacts or dealings, as outlined in the heading, with American Can Company, Starkist Foods, Van Camp Seafood Company, Japanese, Korean or Taiwanese fishing fleets or any affiliate, subsidiary or representative thereof.

Have you any documents that would fit that category currently in your possession?

A No.

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MR. LYNN: There is a page missing. I'm sorry.

THE WITNESS: No. I have it.

MR. LYNN: Okay.

THE WITNESS: You have a page missing here.

Q BY MR. KLITGAARD: Again, have you delivered all documents which fit that category to Mr. Lynn?

A Yes.

Q And again, I assume with respect to the categories here that Mr. Lynn has made the same general type of search that he described before of your files at your office.

Is that correct, Mr. Lynn?

MR. LYNN: Yes, that is a fair statement.

Q BY MR. KLITGAARD: Directing your attention now to the third subparagraph, which is Subparagraph (c), that refers to documents which pertain in whole or in part to contacts or dealings as outlined in the heading in this Paragraph 3, with producers, refiners, suppliers, jobbers, wholesalers, retailers, or transporters of petroleum products, or representatives thereof.

Do you have any documents that fit this category in your possession?

A No.

Q Again, have you delivered all documents that would fit that category to Mr. Lynn?

A Yes.

MR. KLITGAARD: Again, Mr. Lynn, your comment about the search of the files would cover this subcategory as well?

MR. LYNN: Yes.

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Q In your August 13th letter, DDX 133, the last page, you make the statement: "If the foregoing proposal is acceptable in principal, it is requested that a meeting be held" referring to Governor Lee -- "while you are still in the United States, for the purpose of discussing and finalizing arrangements and possibly executing a letter agreement between all interested parties."

Do you see that?

A Yes.

Q Did you contact Governor Lee after sending this letter or were you contacted by him?

A No.

Q Did you have any communications of any kind at all with Governor Lee after you sent this letter?

A No, I never did.

Q Or with anyone else with the government of American Samoa?

A Not to my knowledge. I think I missed him. He came out here to visit and I was up in Montana at the time -- or on his way back to Samoa.

Q It is your testimony you never did have any meeting of any kind with him?

A Yes.

MR. HOLLANDER: May I say something to clarify the record? It is my recollection, Mr. Klitgaard, and I want to check this, Mr. Turnbull told me there was such a proposal by Mr. McCook and that he had it sent to me, so I'm not sure, you know, what the numbering is, whether this whole thing came or whether just the two-page letter, and I can check that for you.

MR. STORKE: Who sent it to you?

MR. HOLLANDER: I think, if I am not mistaken, Mr. Turnbull called Mr. McCook and produced this. He told me when I looked at his files there was such a document, and I don't believe he had a copy of it. I am sorry to interrupt, but I think you better know that.

3/23/71

Mailed a copy of "Content" to
Lyle L. Jones, Esq.
2055 Third St, San Diego 92110

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SULLIVAN, MARINOS, AUGUSTINE & DELAFIELD
ATTORNEYS AT LAW
ONE ELEVEN ELM STREET
POST OFFICE BOX 382
SAN DIEGO, CALIFORNIA 92112
(714) 232-3883

BON AUGUSTINE
JAMES O. SULLIVAN
JAMES S. MARINOS
GEORGE S. DELAFIELD
ROBERT P. LOWELL
CARLOS A. CAZARES
PETER V. BRUCHER
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WAYNE H. PITLUCK
GEORGE S. MARINOS
RONALD P. KRUSOFF
RONALD L. STYN
ROBERT A. PRAHL
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LAWRENCE R. ALESSIO
GARY M. CAYLOR

LYLE L. JONES, OF COUNSEL

SAN FRANCISCO
CROCKER PLAZA SUITE 2100
SAN FRANCISCO, CA. 94104
(415) 397-7667

March 26, 1971

Richard B. Lynn, Esq.
550 Newport Center Drive, Suite 835
Newport Beach, California

Dear Dick:

Thank you for sending me the requested documents. I think that I should go over Mr. McCook's deposition and would appreciate it if you or he would mail it to me for examination prior to his signing it and returning it to the reporter. Bernie Hollander tells me that the reporter promised to have the deposition ready by the end of this coming week.

Sincerely yours,

Lyle

Lyle L. Jones

LLJ:js

April 3, 1971

Standard Oil Company of California - United States v. (American Samoa)

Richard B. Lynn, Esq.
550 Newport Center Drive
Suite 835
Newport Beach, California

Dear Mr. Lynn:

On Monday, March 29, 1971, defendant Standard Oil Company of California took the deposition of J. T. Shaw, Mr. Shaw's name appears in the documents which you have made available from the files of Raymond C. Turnbull and William R. McCook.

As you will recall, at your deposition you testified that all documents in those files responsive to the subpoena had been produced for plaintiff and defendant in the above-noted action, and had been numbered TU-001 through TU-100. In the course of the Shaw deposition, however, Mr. Shaw produced from his files additional correspondence which was not included among the documents which you and your clients have made available to us. Specifically, Mr. Shaw produced the following additional documents:

(a) Letter dated November 30, 1964, with enclosures, from Chicago Bridge & Iron Company to Pacific Coconut Processing Corporation, attention: Mr. Ray Turnbull (marked DDX-270A through DDX-270I);

(b) Letter dated August 4, 1965, with enclosure, from J. T. Shaw to Mr. William McCook, cc: Mr. R. C. Turnbull (marked DDX-271A and DDX-271B); and

[RETYPED]

(c) Letter dated August 27, 1965, from J. T. Shaw to Mr. Raymond C. Turnbull (marked DDX-272).

For your convenience, I am enclosing photocopies of these documents with this letter.

As you will see from the enclosures, these documents are material to the pending litigation and are directly responsive to the subpoenas duces tecum which were served upon you and your clients. In the circumstances, we would appreciate your making a further search of your files, and those of Messrs. Turnbull and McCook, to determine whether you or your clients have any further documents responsive to the paragraphs of the subpoenas, which have not already been produced.

As you will recall, we have continued the deposition of Mr. McCook, and we would therefore appreciate your prompt advice on whether there are any such additional documents responsive to the subpoenas.

Yours very truly,

Thomas J. Klitgaard

Enc.
cc: Bernard M. Hollander, Esq.

[RETYPED]

April 12, 1971

Standard Oil Company of California - United States v. (American Samoa)

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Richard B. Lynn, Esq.
550 Newport Center Drive
Suite 835
Newport Beach, California

Dear Mr. Lynn:

On April 3, 1971, we wrote to you with respect to additional documents in the possession of Messrs. Turnbull or McCook or in your own files, responsive to the subpoenas duces tecum previously served in the above-noted litigation.

If it will assist you in your search, TU-090 through TU-092 are copies of some of the attachments to the letter dated November 30, 1964, from Chicago Bridge & Iron Company to Pacific Coconut Processing Company, attention: Mr. Ray Turnbull (marked DDX-270A through DDX-270I at the Shaw deposition). Also, TU-100 is a copy of the attachment to the letter dated August 4, 1965, with enclosure, from J. T. Shaw to Mr. William McCook, cc: Mr. R. C. Turnbull (marked DDX-271A and DDX-271B at the Shaw deposition).

Since you have supplied us only parts of these documents (namely TU-090 thrugh TU-092 and TU-100), it is requested that you search for these documents in your files. If I do not hear from you by April 14, I will assume that you prefer to proceed by deposition and subpoena and will take the appropriate action to institute these proceedings.

Please advise.

Yours very truly,

Thomas J. Klitgaard

cc: Bernard M. Hollander, Esq.

[RETYPED]

ORIGINAL
FILED
APR 15 1971
CLERK, U. S. DIST. COURT
SAN FRANCISCO

PILLSBURY, MADISON & SUTRO
WILLIAM E. MUSSMAN
THOMAS J. KLITGAARD
CHARLES A. STORKE
225 Bush Street
San Francisco, California 94104
Telephone: 421-6133

Attorneys for Defendant
Standard Oil Company of California

United States District Court for the

Northern District of California

UNITED STATES OF AMERICA,

Plaintiff,

vs.

STANDARD OIL COMPANY OF CALIFORNIA,

Defendant.

No. 52334-SC

Civil

NOTICE OF TAKING DEPOSITIONS

To plaintiff and its attorneys of record:

PLEASE TAKE NOTICE that on Monday, April 19, 1971, at the times indicated below, at the law offices of Messrs. Lawler, Felix & Hall, 605 West Olympic Boulevard, Los Angeles, California 90015, the undersigned will take the depositions upon oral examination of each of the following:

Richard B. Lynn at the hour of 9 A.M.

Raymond C. Turnbull at the hour of 11 A.M.

Please take further notice that a Subpoena Duces Tecum will be served upon Mr. Lynn which will require him to bring to his deposition all documents described in Attachment

"A" hereto and that a Subpoena Duces Tecum will be served upon Mr. Turnbull which will require him to bring to his deposition all documents described in Attachment "B" hereto.

The depositions will be conducted pursuant to the provisions of the Federal Rules of Civil Procedure before a Notary Public or some other person duly authorized to administer oaths and take depositions, and will continue from day to day until completed, unless otherwise adjourned.

Dated: April 14, 1971.

PILLSBURY, MADISON & SUTRO
WILLIAM E. MUSSMAN
THOMAS J. KLITGAARD
CHARLES A. STORKE

By CHARLES A. STORKE

Attorneys for Defendant
Standard Oil Company
of California

ATTACHMENT "A"

All the following described documents* (other than the documents previously marked TU-001 - TU-100 and DDX-155):

(1) All documents which pertain in whole or in part to the storage, purchase, sale, distribution, or use of petroleum products in American Samoa;

(2) All documents which pertain in whole or in part to the financing of the storage, purchase, sale, distribution, or use of petroleum products in American Samoa, including (but not limited to) all agreements, contractual arrangements, correspondence, memoranda or other records of negotiations or of conversations with The Bank of California, or others, or their representatives, with respect thereto;

(3) All documents which pertain in whole or in part to contacts or dealings concerning the storage, purchase, sale, distribution, or use of petroleum products in American Samoa with:

(a) The Government of the United States, the Government of American Samoa, or their representatives;

* "Documents" means all written or graphic material, wherever located, in the possession or under the control of the deponent, or of his partners, associates, employees, agents, attorneys or representatives, including (but not limited to) all documents delivered to the deponent or any of the above persons by, or obtained by the deponent or any of the above persons from William R. McCook, Raymond C. Turnbull, or their respective partners, associates, employees, agents, attorneys or representatives, whether or not prepared over the signature of the deponent or any of the above persons.

(b) American Can Company, Star-Kist Foods, Inc., Van Camp Sea Food Company, Japanese, Korean or Taiwanese fishing fleets, or any affiliate, subsidiary, or representative thereof;

(c) Producers, refiners, suppliers, jobbers, wholesalers, retailers, or transporters of petroleum products, or representatives thereof.

(End)

ATTACHMENT "B"

All the following described documents* (other than the documents previously marked TU-001 - TU-100 and DDX-155):

(1) All documents which pertain in whole or in part to the storage, purchase, sale, distribution, or use of petroleum products in American Samoa;

(2) All documents which pertain in whole or in part to the financing of the storage, purchase, sale, distribution, or use of petroleum products in American Samoa, including (but not limited to) all agreements, contractual arrangements, correspondence, memoranda or other records of negotiations or of conversations with The Bank of California, or others, or their representatives, with respect thereto;

(3) All documents which pertain in whole or in part to contacts or dealings concerning the storage, purchase, sale, distribution, or use of petroleum products in American Samoa with:

(a) The Government of the United States, the Government of American Samoa, or their representatives;

(b) American Can Company, Star-Kist Foods, Inc., Van Camp Sea Food Company, Japanese, Korean or Taiwanese fishing fleets, or any affiliate, subsidiary, or representative thereof;

---

* "Documents" means all written or graphic material, wherever located, in the possession or under the control of the deponent, or of his partners, associates, employees, agents, attorneys or representatives, whether or not prepared over his or their signatures.

(c) Producers, refiners, suppliers, jobbers, wholesalers, retailers, or transporters of petroleum products, or representatives thereof.

(End)

WU TELTEX WSH
A041 (1826)

PM&S SFO

PM&S SFO

TELTEX SFO PAID 15 4/15/71

BERNARD M. HOLLANDER, ESQ
ATTORNEY, U. S. DEPARTMENT OF JUSTICE
ANTITRUST DIVISION
WASHINGTON, D.C. 20530

PERSONAL

RE: UNITED STATES V. STANDARD OIL CO. OF CALIFORNIA
(AMERICAN SAMOA)

PLEASE TAKE NOTICE THAT ON MONDAY, APRIL 19, 1971, DEFENDANT, STANDARD OIL COMPANY OF CALIFORNIA WILL TAKE THE DEPOSITIONS OF MESSRS. LYNNE AND TURNBULL AT 9 A.M. AND 11 A. M., RESPECTIVELY AT LAW OFFICES OF MESSRS. LAWLER, FELIX & HALL, 605 WEST OLYMPIC BOULEVARD, LOS ANGELES, CALIFORNIA. FORMAL NOTICE TO FOLLOW BY AIR MAIL, SPECIAL DELIVERY.

CHARLES A. STORKE
PILLSBURY, MADISON & SUTRO
ATTORNEYS FOR DEFENDANT

WU TELTEX WSH
(1829)

PM&S SFO
M

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4-13-71

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DEPARTMENT OF JUSTICE

BERNARD M. HOLLANJER, ESQ
ATORNEY, 7. S. DEPARTMENT OF JUSTICE
ANTIRUST DIVISION
WASHINGTON D.C. 20530

PERSNAL

REC UNITED STATES VS STANJARD OIL CO. OF CALIFORNIA

4/15/71

(AMERICAN AMOA)

PLEASE TAKE NTICE THAT ON MONDAY, APRIL 19,1971, DEFENDANT, STANDARD OIL COMPANY OF CALIFORNIA WILL TAKE THE DEPOSITIONS OF MESSRS. LYNNE AND TURNBULL AT 9 A. M. AND 11 A. M. , RESPECTIVELY AT LAW FFICES F MESSRS. LAWLER, FELIX & HALL, 605 WESTLYMPIC BOULEVARD, LOS ANGELES, CALIFORNIA. FNAL NOTICA TO FOLLOW BY AIR MAIL, OSIE-) DELIVERY.

CHARLES A. STORKE
PILLSBURY, MADISON & SUTRO
ATTORNEY FOR DEFANDANT

4-15-71

O
WU TELTEX WSH
A123(1656)

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PM&S SFO

TELEX SFO PAID 15 4/16/71

BERNARD M. HOLLANDER, ESQ
ATTORNEY, U.S. DEPARTMENT OF JUSTICE
ANTITRUST DIVISION
WASHINGTON D.C. 20530

PERSONAL

RE: U.S. V. STANDARD OIL COMPANY OF CALIFORNIA A(AMERICAN SAMOA)
LYNN ADVISES AFTER FURTHER CONFERENCE WITH MESSRS. MC COOK
AND TURNBULL THEY HAVE NO FURTHER DOCUMENTS RESPONSIVE TO
OUR SUBPOENAS. LYNN ALSO ADVISES THAT TURNBULL TURNED
OVER HIS ENTIRE FILE TO YOU FROM WHICH YOU EXTRACTED
DOCUMENTS NUMBERED TU-001-TU-100. DO YOU HAVE MISSING
DOCUMENTS IN YOUR POSSESSION? PLEASE ADVISE AT ONCE.

THOMAS J. KLITGAARD

WU TELTEX WSH
(1658)

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WU TELTEX WSH
A144(1801)

PM&S SFO

PM&S SFO

TELEX SFO PAID 15 4/16/71

BERNARD M. HOLLANDER, ESQ
ATTORNEY, U.S. DEPARTMENT OF JUSTICE
ANTITRUST DIVISION
WASHINGTON D. C. 20530

PERSONAL

RE: U. S. V. STANDARD OIL COMPANY OF CALIFORNIA (AMERICAN SAMOA)

DEPOSITIONS OF LYNN AND TURNBULL CANCELLED. ASSUME YOU WILL
PROVIDE ALL OTHER MISSING DOCUMENTS.

THOMAS J. KLITGAARD

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(1802)

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TELEX SFO PAID 15 4/16/71

BERNARD M. HOLLANDER, ESQ

ATTORNEY, U.S. DEPARTMENT OF JUSTICE

ANTITRUST DIVISION

WASHINGTON D.C. 20530

PERSONAL

RE: U.S. V. STANDARD OIL COMPANY OF CALIFORNIA A(AMERICAN SAMOA)

60-57-193

AUG 2 1973

LYNN ADVISES AFTER FURTHER CONFERENCE WITH MESSRS. MC COOK AND TURNBULL THEY HAVE NO FURTHER DOCUMENTS RESPONSIVE TO OUR SUBPOENAS. LYNN ALSO ADVISES THAT TURNBULL TURNED OVER HIS ENTIRE FILE TO YOU FROM WHICH YOU EXTRACTED DOCUMENTS NUMBERED TU-001-TU-100. DO YOU HAVE MISSING DOCUMENTS IN YOUR POSSESSION? PLEASE ADVISE AT ONCE.

4-19-71

THOMAS J. KLITGAARD

LAW OFFICES OF
PILLSBURY, MADISON & SUTRO
STANDARD OIL BUILDING
225 BUSH STREET
SAN FRANCISCO, CALIFORNIA 94104

TELEPHONE 421-0133
AREA CODE 415

April 19, 1971

USA vs. Standard Oil Company of California (American Samoa)

RWMcL:CDM:BMH
60-57-193

Bernard M. Hollander, Esq.
Attorney, U.S. Department of Justice
Antitrust Division
Washington, D.C. 20530

Dear Mr. Hollander:

As I promised, I am writing you in explanation of the events which led up to our noticing the depositions of Messrs. Lynn and Turnbull and the telegrams which were sent to you in connection therewith.

As you may recall, I have always had the uneasy feeling that we have not seen all of Mr. Turnbull's documents. Thus, on page 218 of Mr. Turnbull's deposition, I stated:

> "I have an uneasy feeling that I haven't seen all of your documents. And either through agreement with your counsel or by subpoena, I want to review your files, and then I will continue this deposition, only for the purpose of asking questions that might come up as the result of additional documents that I haven't seen yet. And I am saying this not because you haven't produced something that I wanted, it's just that all we have seen have been documents that Mr. Hollander copied from your files. So there may be additional ones that he didn't think were important or of any interest to him that might be of interest to me."

You recall that you voiced strenuous objection on the record to my request even though, as I pointed out, Mr. Turnbull was not your client and you lacked any standing to voice an objection.

I agreed that if Mr. Lynn would undertake to review all of Mr. Turnbull's files and produce everything for us that we had not seen which related in any way to the supply of petroleum products in American Samoa, we would not proceed by subpoena.

[RETYPED]

We pursued this agreement with Mr. Lynn but were unable to obtain his assurance. Accordingly, we again noticed Mr. Turnbull's deposition and served a subpoena duces tecum. This had the result of obtaining from Mr. Lynn the assurance set out in his letter to me (copy to you) of January 13, 1971. That letter assured us that there was nothing in the Turnbull files relevant to this case other than the documents numbered "TU-001 through TU-100." Because of the fact that two documents were produced by Mr. Lynn in the course of Mr. Turnbull's deposition which had not been previously produced and had not been given "TU" numbers, I assumed that Mr. Lynn must have regarded these two documents as unrelated to the supply of petroleum products in American Samoa. The one which I marked "DDX-155" is, in my mind, directly relevant and I therefore became somewhat reluctant to rely on Mr. Lynn's determination of what we were looking for.

After considerable effort, we ultimately found Mr. William R. McCook whose name appeared on the record as one who negotiated with Governor Lee in connection with the petroleum business in American Samoa. As you know, we subpoenaed Mr. McCook for his testimony and documents and found that he, too, was represented by Mr. Lynn. You will also recall that at his deposition McCook testified that he had no documents, that they had all been turned over to Turnbull either directly or through Mr. Lynn. At that time, Mr. Lynn's deposition was taken. While we do not yet have the transcript, we believe he testified that he had never seen any responsive documents other than those marked "TU-001 through TU-100" and that he was unable to tell which of the documents so marked were from Turnbull's files and which were from McCook's files. Again we found ourselves with the same limited number of documents which we had received from the Government many months earlier. The concurrence of these events did not dissipate, but rather reinforced, that uneasy feeling that there must be additional documents that existed and had not been produced - perhaps because of someone's determination that they were not called for or were not relevant.

When we were finally able to take the deposition of Mr. Shaw and to see his files, we became even more convinced that, for one reason or another, we had not seen everything from the Turnbull-McCook files. Most persuasive to us was the fact that very significant portions of documents which we found intact in Shaw's files were not produced from the Turnbull-McCook files, while the relatively insignificant portions thereof were produced. For example, refer to Turnbull's letter to Shaw of January 15, 1965 which was marked as "DDX-119" and produced from Turnbull's files as "TU-67-68." No one of the enclosures referred to was attached to this letter in the Turnbull files as produced. In Mr. Shaw's files, however, we find the letter

(marked DDX-119A) and all of the attachments (marked DDX-269 and DDX-270A through DDX-270 I). The drawing enclosed with DDX-119A appears as "TU-088" in the Turnbull documents and is followed by DDX-269 (TU-089) and DDX-270E, 270F and 270D (TU-90, 91 and 92). Of critical significance, of course, is the fact that Turnbull's files do not include DDX-270A, B and C which covered, inter alia, DDX-270D, E and F. That, in turn, was an enclosure to Turnbull's letter to Shaw of January 15, 1965 (DDX-119A). In other words, we do have produced from Turnbull's files, as isolated documents, those enclosures to the Shaw letter of January 15, 1965 which are meaningless alone but which become significant when the documents to which they were originally attached and which were not produced are in hand. In some unexplained way, these enclosures were either scattered in Mr. Turnbull's files or not produced. These facts, we believed, justified a request for one more thorough search of the Turnbull-McCook files.

The facts with relation to DDX-119 are not isolated. Mr. Shaw produced. and we marked as DDX-271A, the basic quotation to Mr. McCook upon which the latter apparently framed his quotation to Governor Lee. Enclosed was a single page from Platt's Oilgram for August 3, 1965 (p. 6a, Vol. 43, No. 148) which substantiated the price quoted by Shaw. A copy of DDX-271A, it shows, was also sent to Mr. Turnbull. Despite the underlying significance of this document neither Mr. Turnbull nor Mr. McCook came up with the letter although they did produce a copy of the enclosure which Mr. Shaw sent with his letter, a document which was marked "TU-100." Again, with the presence of part of a document which is meaningless alone but which becomes critically relevant when attached to that portion which is missing, we say that a request for a further search is indicated and is reasonable.

Finally, one of the documents produced by Turnbull was a letter to Shaw in which he asked a number of very pertinent questions, a document which was marked as DDX-169. No reply was produced. In response to our subpoena to Mr. Shaw, however, the reply was forthcoming and has been marked as DDX-272. I am sure you will agree that this document is not only pertinent but of vital significance on just what Mr. Shaw was proposing and his view of the Samoan market.

While some of the above omissions were perceivable on the face of the documents produced from Turnbull-McCook, most of them were not, and we would not have become possessed of the important facts had we not persisted in our efforts to subpoena everyone who was connected in any way with the Turnbull transactions. I am sure you will recall telling me, for example, that you had made oral inquiry of Mr. Shaw or his attorney and

were told that they had no documents which related to the American Samoa venture in any way. I am, of course, relieved that we went the last mile and I am sure that you are as gratified as we that our subpoenaes did turn up writings which help fill some obvious holes in the record.

The above, I trust, will satisfy you as to why we concluded that it would be appropriate to require a final, full search of the Turnbull-McCook-Lynn records. We issued the subpoenaes because we were unable to obtain a response from Mr. Lynn to our telephone calls or our letters (copies of which were sent to you), and the date of April 19 (closing of discovery) was upon us. This necessitated our giving you telegraphic notice of what we were being forced to do. After you telephoned Mr. Lynn to advise him of our telegraphic notice he called our office and asked if we could accept a further statement in satisfaction of our subpoena. He stated that at the time of the Government's initial request all of the documents out of the Turnbull-McCook files were delivered to the Government, and that neither he nor his clients had any record of what was given. He did say that the documents numbered "TU-001 - TU-100" were marked by the Government and returned. Mr. Lynn said that neither he nor his clients knew whether any of the documents they had produced for or delivered to the Government were deemed irrelevant by the Government and not numbered. Our telegraphic request was to find out if there were to your knowledge any documents produced from the Turnbull-McCook files for your inspection which you did not copy and produce for us because you believed that they were irrelevant or immaterial to the issues in the case. Because Mr. Lynn told Mr. Klitgaard that he was going to advise you immediately of their conversation, Mr. Klitgaard thought that there would be no chance of your misinterpreting his telegrams. There was no intent to suggest that the Government might be withholding documents; the inquiry was designed to find out if you would stipulate to a production of documents (if any) which you saw or received from Turnbull-McCook and which you did not include in the set numbered "TU-001 - TU-100."

I believe this inquiry was appropriate in light of our expierience with Mr. Eardley's documents. You will recall that Mr. Eardley produced for the Government a number of documents which included his rate study for electric power in Samoa prepared in 1968. The cost of electric power, according to the complaint, would seem to be a relevant issue in this case. Nevertheless, in forwarding to us the documents which you marked "E-1 - E-29," you did not include Mr. Eardley's rate study apparently because you questioned its relevance. (We have since obtained the study from Mr. Eardley on subpoena and have marked it as DDX-216 to the Eardley deposition.) We thought it conceivable that the same circumstances might obtain in the case of the Turnbull-McCook documents.

[RETYPED]

From our telephone conversation this morning, I understand that you did not receive or review any documents from the files of Mr. Turnbull or Mr. McCook which are not included in the set of documents which you have marked as "TU-001 - TU-100." Your confirmation of this fact is certainly all that we need to cover the one unexplored avenue suggested by Mr. Lynn.

Whether we will proceed to interrogate further Messrs. Lynn and Turnbull upon Mr. Lynn's return to his office is still undecided. We understand from Mr. Lynn that you were agreeable to postponing the conclusion of these depositions beyond April 19 to accommodate Mr. Lynn's schedule.

Sincerely yours,

W. E. Mussman

cc: Richard B. Lynn, Esq.

[RETYPED]

PM&S SFO
TLX004 (43)LA052
L SAA058 PS NL PDF TDSA NEWPORT BEACH CALIF 23
WILLIAM MUSSMAN ESQ 421-6133
  PILLSBURY MADISON AND SUTRO 225 BUSH ST SFRAN
  REF MARKETING PETROLEUM AMERICAN SAMOA.
PLEASE BE ADVISED MESSRS. TURNBULL AND MCCOOK FILES EXAMINED
WEEK ENDING APRIL 17, 1971. YOU HAVE MY ASSURANCE THAT THERE
ARE NO FURTHER DOCUMENTS. THIS ASSURANCE IS UNEQUIVOCAL AND
IS IN NO MANER DEPENDENT UPON MY INDEPENDENT JUDGEMENT RESPECTING
RELEVANCE
  RICHARD B. LYNN ESQUIRE.
(828 AM APR 24 71)*
PM&S SFO

SPEED LETTER

TO Mr. Bernard Hollander
Department of Justice
Washington, D.C.

FROM Richard B. Lynn, Esq.
550 Newport Center Dr., Ste 835
Newport Beach, California 92660

SUBJECT: Western Union telegram to Mr. Mussman, at Pillsbury, Madison, & Sutro

MESSAGE DATE April 23, 19 71

Dear Mr. Hollander:

The enclosed is a typed copy of the telegram sent to Mr. Mussman, 4/23/71.

SIGNED Diane McIntyre
Secretary

REPLY DATE 19

60-57-193

SIGNED

RETAIN WHITE COPY, RETURN PINK COPY

RICHARD B. LYNN
ATTORNEY AT LAW
880 NEWPORT CENTER DRIVE, SUITE 835
NEWPORT BEACH, CALIFORNIA 92660
(714) 644-8880

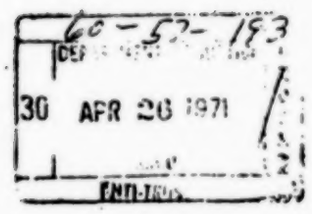
April 23, 1971
3:30 P.M.

Mr. William Mussman, Esq.
PILLSBURY, MADISON & SUTRO
225 Bush Street
San Francisco, California 94104
415 421-6133

REFERENCE: MARKETING, PETROLEUM, AMERICAN SAMOA.

Please be advised Messrs. Turnbull and McCook files examined week ending 4/17/71. You have my assurance there are no further documents. This assurance is unequivocal and is in no manner dependent upon my independent judgment respecting relevance.

Richard B. Lynn, Esq.



UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D.C. 20530

Address Reply to the Division Indicated and Refer to Initials and Number
WBC:CDM:BMH
60-57-193

April 23, 1971

AIR MAIL

William E. Mussman, Esquire
Pillsbury, Madison & Sutro
Standard Oil Building
225 Bush Street
San Francisco, California 94104

Re: United States v. Standard Oil Company of California, Civil Action No. 52334-SC, N.D. California.

Dear Mr. Mussman:

This is in response to one aspect of the matters discussed in your letter of April 19, 1971; namely, your suggestion that further depositions of Messrs. Lynn and Turnbull might still be held with our concurrence even though the April 19 cutoff date for discovery has passed. It is true that Mr. Lynn was told on Friday, April 16, 1971, when we first received your telegraphic notice of depositions in Los Angeles the following Monday, that the Government was amenable to postponing the depositions, if they were necessary, until the end of the week of April 19th, or the beginning of the week of April 26, 1971. However, since it is our understanding that Mr. Lynn has again searched the relevant files and found no additional responsive documents, there seems to us to be no reason for further depositions of either Messrs. Lynn or Turnbull. Unless there is some justification

for taking yet a third deposition on the same subject matter, we hope that by now you have decided not to further interrogate Messrs. Lynn and/or Turnbull. If this is not your decision, we should like to be advised promptly.

Sincerely yours,

WALKER B. COMEGYS
Acting Assistant Attorney General
Antitrust Division

By: Bernard M. Hollander
Attorney, Department of Justice

cc: Richard B. Lynn, Esquire

LAW OFFICES OF
PILLSBURY, MADISON & SUTRO
STANDARD OIL BUILDING
225 BUSH STREET
SAN FRANCISCO, CALIFORNIA 94104

TELEPHONE 421-0133
AREA CODE 415

April 26, 1971

USA vs. Standard Oil Company of California (American Samoa)

RWMcL:CDM:BMH
60-57-193

Bernard M. Hollander, Esq.
Attorney, Department of Justice
Antitrust Division
Washington, D.C. 20530

Dear Mr. Hollander:

This is in further reference to my letter of April 19, 1971, and your response of April 23. I have today received from Mr. Lynn the following telegram:

> REF MARKETING PETROLEUM AMERICAN SAMOA.
> PLEASE BE ADVISED MESSRS. TURNBULL AND MCCOOK
> FILES EXAMINED WEEK ENDING APRIL 17, 1971. YOU HAVE
> MY ASSURANCE THAT THERE ARE NO FURTHER DOCUMENTS.
> THIS ASSURANCE IS UNEQUIVOCAL AND IS IN NO MANNER
> DEPENDENT UPON MY INDEPENDENT JUDGMENT RESPECTING
> RELEVANCE.

Upon your confirmation of the understanding which I described in the penultimate paragraph of my letter to you of April 19, 1971, I will be content to rely on the record without any further testimony from Messrs. Lynn, Turnbull and/or McCook. May I hear from you promptly.

Sincerely yours,

W. E. Hussman

cc: Richard B. Lynn, Esq.

UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D.C. 20530

Address Reply to the Division Indicated and Refer to Initials and Number

RWMcL:CDM:BMH
60-57-193

May 3, 1971

AIR MAIL

William E. Mussman, Esquire
Pillsbury, Madison & Sutro
Standard Oil Building
225 Bush Street
San Francisco, California 94104

Re: United States v. Standard Oil Company of California,
Civil Action No. 52334-SC, N.D. California.

Dear Mr. Mussman:

This is in response to your letter of April 26, 1971, in which you quote a telegram from Richard B. Lynn, Esquire, containing his unequivocal assurance, based upon an examination of the Turnbull and McCook files during the week of April 17, 1971, "that there are no further documents". We have no reason to question Mr. Lynn's veracity and would have assumed that the repeated assurances to you, both on the record and off, would by now have put an end to your anxiety. In any event, there does not now appear to us to be any sound basis for pursuing the matter further.

Sincerely yours,

RICHARD W. McLAREN
Assistant Attorney General
Antitrust Division

By: Bernard M. Hollander
Attorney, Department of Justice

cc: Richard B. Lynn, Esq.

LAW OFFICES OF
PILLSBURY, MADISON & SUTRO
STANDARD OIL BUILDING
225 BUSH STREET
SAN FRANCISCO, CALIFORNIA 94104

TELEPHONE 421-0122
AREA CODE 415

May 5, 1971

USA vs. Standard Oil Company
of California (American Samoa)

RWMcL:CDM:BMH
60-57-193

Bernard M. Hollander, Esq.
Attorney, Department of Justice
Antitrust Division
Washington, D.C. 20530

Dear Mr. Hollander:

I now have your letter of May 3, 1971. You still have not confirmed the understanding which I expressed in the penultimate paragraph of my letter to you of April 19, 1971, and which I again requested in my letter of April 26, 1971. As I explained, this is the last step in completing the record.

Sincerely yours,

W. E. Mussman

FEC-5

UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D.C. 20530

Address Reply to the Division Indicated and Refer to Initials and Number

RWMcL:CDM:BMH
60-57-193

May 13, 1971

AIR MAIL

William E. Mussman, Esquire
Pillsbury, Madison & Sutro
Standard Oil Building
225 Bush Street
San Francisco, California 94104

Re: United States v. Standard Oil Company of California,
Civil Action No. 52334-SC, N.D. California.

Dear Mr. Mussman:

This is in response to your letter of May 5, 1971. As we have repeatedly stated to you, we recall no documents provided to the Government by Mr. Turnbull which were not marked with TU identification, returned to Mr. Turnbull and provided for your use.

Sincerely yours,

RICHARD W. McLAREN
Assistant Attorney General
Antitrust Division

By: Bernard M. Hollander
Attorney, Department of Justice

Form DJ-96a
(Rev. 6-22-64)

DEPARTMENT OF JUSTICE

ROUTING SLIP

TO: NAME	DIVISION	BUILDING	ROOM
1. Richard B. Lynn, Esq.			
2.			
3.			
4.			

☐ SIGNATURE ☐ COMMENT ☐ PER CONVERSATION
☐ APPROVAL ☐ NECESSARY ACTION ☐ AS REQUESTED
☐ SEE ME ☐ NOTE AND RETURN ☐ NOTE AND FILE
☐ RECOMMENDATION ☐ CALL ME ☐ YOUR INFORMATION
☐ ANSWER OR ACKNOWLEDGE ON OR BEFORE _____
☐ PREPARE REPLY FOR THE SIGNATURE OF _____

REMARKS

Dear Mr. Lynn:

We inadvertently failed to send you a copy of our latest letter to Mr. Mussman.

Bernard Hollander

SD, 426

FROM: NAME	BUILDING & ROOM	EXT.	DATE
Bernard M. Hollander	Rm. 3304		5/17/71
		UU	004 16

RWMcL:CDM:BMH
60-57-193

May 13, 1971

AIR MAIL

William E. Mussman, Esquire
Pillsbury, Madison & Sutro
Standard Oil Building
225 Bush Street
San Francisco, California 94104

Re: United States v. Standard Oil Company of California,
Civil Action No. 52334-SC. N.D. California.

Dear Mr. Mussman:

This is in response to your letter of May 5, 1971. As we have repeatedly stated to you, we recall no documents provided to the Government by Mr. Turnbull which were not marked with TU identification, returned to Mr. Turnbull and provided for your use.

Sincerely yours,

RICHARD W. McLAREN
Assistant Attorney General
Antitrust Division

By: Bernard M. Hollander
Attorney, Department of Justice

IDY 427

0000427

MAY 19 1971

LAW OFFICES OF
PILLSBURY, MADISON & SUTRO
STANDARD OIL BUILDING
225 BUSH STREET
SAN FRANCISCO, CALIFORNIA 94104

TELEPHONE 421-0133
AREA CODE 415

May 18, 1971

USA vs. Standard Oil Company
of California (American Samoa)

RWMcL:CDM:BMH
60-57-193

Bernard M. Hollander, Esq.
Attorney, Department of Justice
Antitrust Division
Washington, D.C. 20530

Dear Mr. Hollander:

Thank you for your letter of May 13, 1971. I appreciate your written confirmation that the Government saw no Turnbull documents other than those which have been marked with a "TU" identification. As you know, Mr. Turnbull has said that he is contemplating an action against Standard (apparently based upon the allegations of the Government complaint) and, for this reason, the rather incongruous absence from his files of documents which we located elsewhere gave me concern.

Sincerely yours,

W. E. Mussman

SEP 20 1971

SULLIVAN, JONES, ARCHER & BRUCHER
ATTORNEYS AT LAW
ONE ELEVEN ELM STREET
SAN DIEGO, CALIFORNIA 92101
(714) 232-6341

LYLE L. JONES

SAN FRANCISCO
CROCKER PLAZA, SUITE 3100
SAN FRANCISCO, CA. 94104
(415) 397-7657

September 16, 1971

Richard B. Lynn, Esq.
Attorney at Law
616 East Chapman Avenue
Orange, California 92667

Re: Pacific Coconut Processing Corp.

STATEMENT

For professional services rendered from December 4, 1970 through March 21, 1971:

$ 834.60

For professional services rendered from March 22, 1971 through March 28, 1971:

$ 997.00

Disbursements:

Luncheon, Messrs. Jones and Hollander	11.95
Mr. Jones' trip to San Francisco, 3/25	16.00
Long distance telephone call 3/19	2.04

For professional services rendered from May 1, 1971 through August 31, 1971:

$ 360.00

TOTAL $2,221.59

February 16, 1972

Mr. Raymond C. Turnbull
8681 Wilshire Blvd.
Beverly Hills, California

Dear Ray:

REFERENCE: STANDARD OIL - AMERICAN SAMOA

Under separate cover I am forwarding today all of the documents now in this office respecting the above matter.

I am additionally sending directly to Bill McCook copies of Howard L. Winton, Esquire's letter dated November 28, 1969 and Lyle L. Jones, Esquire letters dated May 21 and May 26, 1971.

I will, at an early date, sent you a copy of the letter to Mr. Jones respecting possible settlement of his outstanding fee for past services.

Thank you for your continued courtesy and coopertion in this matter.

Very truly yours,

Richard B. Lynn

RBL:mm
cc: Bill McCook

BEST COPY AVAILABLE

RICHARD B. LYNN
ATTORNEY AT LAW
880 NEWPORT CENTER DRIVE, SUITE 835
NEWPORT BEACH, CALIFORNIA 92660
(714) 644-8880

March 17, 1972

Lyle L. Jones
Sullivan, Jones, Archer & Brucher
One Eleven Elm Street
San Diego, California 92101

Dear Mr. Jones:

REFERENCE: PACIFIC COCONUT PROCESSING CORP.

I continue to forward your statements to Mr. Ray Turnbull, and regret that the matter is still unsettled.

As you know, my original meeting with Mr. Jim Sullivan and yourself prompted the conclusion that an examination into the merits of the facts could probably be done for something in the range of $1250, plus costs, and consequently I related to Mr. Turnbull an estimated fee figure of $1500. Thereafter on December 14, 1970 the sum of $1061.30 was paid. As between your firm and myself, our understanding was, I believe, that my associate fee would be 25 percent of the sums collected, exclusive of course of costs.

I realize that because of the jurisdictional motion, and other tactics employed by Standard Oil, that the analysis of the matter took longer than anticipated. I also know, as I am sure you do, that no one is ever pleased with the prospect of rendering or receiving a statement which is more than double their estimate. This is as true in the practice of law as it is in the repair of televisions or automobiles.

I do not want to suggest that you compromise your position. Because of the circumstances I would be willing to waive any claim I might have for associate fees. My continuing relationship with Mr. McCook will quite naturally be subject to some irritation, but I trust that any such irritation will be soon overcome.

Mr. Turnbull is still convinced that the matter has merit, and now that the Supreme Court has overruled Standard Oil's jurisdictional agruement, he may still wish to pursue the matter. The totality of the file documentation previously in my office is now in Mr. Turnbull's possession. I must say that I concur completely

Lyle L. Jones, Esquire
March 17, 1972
Page Two

with youropinion that the possibility of any recovery is remote.

If you feel that a compromise and settlement is appropriate, I would appreciate your comments in that regard, or you may direct that communication to Mr. Ray Turnbull at his Los Angeles address: 8681 Wilshire Blvd., Suite 104, Beverly Hills, California 90211.

Thank you for your past courtesies and cooperation.

Very truly yours,

Richard B. Lynn

RBL:mm
bcc: W. R. McCook

Robert W. Anderson
Attorney at Law

15910 Ventura Blvd.
Suite XXX 1412
Encino, California 91316
Phone 986 5508

September 1, 1972

United States Department of Justice
Box 36046
450 Golden Gate Avenue
San Francisco, California, 94102

ATTENTION: Mr. Anthony Desmond

Dear Mr. Desmond:

Please be advised that this office represents Messrs. William Cook and Raymond Turnbull regarding the Standard Oil American Samoa caper.

We would greatly appreciate you forwarding a copy of the written briefs to be submitted to the Court on September 11, 1972, in the United States vs. Standard Oil case.

Thanking you for your consideration in this regard.

Very truly yours,

ROBERT W. ANDERSON

lb/

60-57-163
DEPARTMENT OF JUSTICE
SEP 6 1972
ANTITRUST DIVISION
SAN FRANCISCO OFFICE

2. POST TRIAL

TEK:CDM:BMH
60-57-193

July 20, 1973

CERTIFIED MAIL

Mr. Raymond C. Turnbull
Seaways International Engineering Corporation
Suite 104
8681 Wilshire Boulevard
Beverly Hills, California

Re: United States v. Standard Oil Company of California
Civil No. 52334-SC (N.D. Calif.)

Dear Mr. Turnbull:

Since the above entitled action has been terminated by the entry of a Final Judgment by the District Court which was affirmed by the Supreme Court on June 4, 1973, we are returning herewith a set of documents numbered TU 1-100, which are copies of documents the originals of which were provided to this Department on October 29, 1969, and returned to you on November 3, 1969, on the assumption that they may be of some use to you.

Will you please acknowledge receipt of these documents by signing and returning the enclosed copy of this letter.

Your cooperation in this matter has been greatly appreciated.

Sincerely yours,

THOMAS E. KAUPER
Assistant Attorney General
Antitrust Division

By: Bernard M. Hollander, Attorney
Department of Justice

Enclosures

Received: *RC Turnbull*

Seaways International
Engineering Corporation
BEVERLY HILLS, CALIFORNIA 90211, U.S.A.

DEPT OF JUST
MAIL ROOM

Mr. Bernard M. Hollander, Attorney
Department of Justice, Anti-Trust Dept.
Washington, D.C.

August 16, 1973-

Dear Mr. Hollander:

I am enclosing herewith the acknowledgement of receipt of those documents you sent me on July 20, 1973.

I congratulate you on your victory over Standard Oil Company of California. I can only hope that American Samoa will actually benefit from all the effort you expended.

There is one favor you could do for me that I would appreciate. Could Tony Desmond in your San Francisco office make the government file available to my attorney for a two day perusal in San Francisco?

I haven't chosen an attorney yet but it will either be Kindell & Anderson in Los Angeles or Alioto in San Francisco. Mr. Medvene, formerly from your office, has changed law firms and I haven't met with him yet.

Again, congratulations on your persistence and tenacity on the SOCO matter.

Yours very truly,
Raymond C. Turnbull
Raymond C. Turnbull

60 57-112
AUG 20 1973

8631 WILSHIRE BOULEVARD, SUITE 104 | TELEPHONE: 213-652-0983

EMHollander:er

DBW:CDM:EMH
60-57-193

August 23, 1973

Mr. Raymond C. Turnbull
Seaways International Engineering Corporation
8631 Wilshire Boulevard
Suite 104
Beverly Hills, California 90211

Re: U.S. v. Standard Oil Company of California
(Civil No. 52334-SC, N. D. Calif.)

Dear Mr. Turnbull:

Thank you for your letter of August 16, 1973. By copy of this letter I am requesting Mr. Anthony E. Desmond, Chief of the San Francisco office of the Antitrust Division, to make available to your attorney all pleadings of public record in this matter.

Mr. Desmond's office is located at 450 Golden Gate Avenue, San Francisco, California 94102; if mailing to that office, please indicate Box 36046; telephone 415-556-6300.

Sincerely yours,

BRUCE B. WILSON
Acting Assistant Attorney General
Antitrust Division

By: Bernard M. Hollander
Attorney
Department of Justice

Returned No Reply
Initials Date

60-57-193
DEPARTMENT OF JUSTICE
AUG 27 1973
ANTITRUST DIVISION
SAN FRANCISCO OFFICE

BMHollander:kk

September 19, 1973

TEK:RJF:BMH
60-57-193

Mr. Peter D. Patten
Atlantic Richfield Company
International Division
277 Park Avenue
New York, New York 10017

Re: United States v. Standard Oil Company of California
Civil No. 52334-SC (N.D.Calif.)

Dear Mr. Patten:

Your company was recently sent a copy of the Court's Order setting a hearing on relief in the above-entitled matter which was issued by the Court on August 28, 1973. In order that you be fully informed, enclosed is a copy of Standard Oil Company of California's proposed plan for sharing with a competitor the petroleum storage facilities of the Government of American Samoa. The Court will be considering this plan at the relief hearing in Samoa, October 23-25, and at any subsequent hearing that may be held later. This proposal is only an initial one, and the Government is expected to make comments and suggestions as to its suitability to achieve the purpose of introducing competition into the Samoan market. Consequently, your comments and suggestions would be welcome, whether or not your company is presently interested in entering this market.

It would be greatly appreciated if you could convey your views on this matter to the Court or to this Department.

Sincerely yours,

BRUCE B. WILSON
Acting Assistant Attorney General
Antitrust Division

By: Bernard M. Hollander, Attorney
Department of Justice

Enclosure

BEST COPY AVAILABLE

A copy of this letter was also sent to:

Mr. M. A. Cockrean
BP North America, Inc.
620 Fifth Avenue
New York, New York 10020

Burmah Oil Development, Inc.
Bank of New Orleans Building
1010 Common Street
New Orleans, Louisiana 70112

Mr. Stuart B. Hartman
Continental Oil Company
High Ridge Park
Stamford, Connecticut 06904

Getty Oil Company
3810 Wilshire Boulevard
Los Angeles, California 90010

[illegible] Refining Company, Inc.
615 South Flower Street
Los Angeles, California 90017

Phillips Petroleum Company
Bartlesville, Oklahoma 74004

Total Petroleum (North America) Ltd.
East Superior Street
Alma, Michigan 48801

Mr. Raymond C. Turnbull
Seaways International Engineering Corporation
Beverly Hills, California

Mobil Oil Australia Ltd.
Melbourne, Victoria

Richfield Oil Corporation
Los Angeles, California 90017

Union Oil Company of California
Union Oil Center
Los Angeles, California 90017

Caltex Petroleum Corporation
300 Madison Avenue
New York, New York 10017

DILLINGHAM CORPORATION
Ala Moana Building • Honolulu 14, Hawaii • Cable: DILCORP

November 20, 1963

Mr. Raymond Turnbull
8530 Wilshire Blvd.
Suite 309
Beverly Hills, California

Dear Mr. Turnbull:

Your invitation that we consider participation in your land development proposal at American Samoa has been studied by our company and it has been agreed that we are definitely interested in prospecting this project.

With reference to your telephone call on November 18th, we feel that in order to plan an efficient investigation of the site, we will need more preliminary information on the planned development if such is available. Could you advise us on the following points:

1. In general, what is the time-frame within which the planned construction should be scheduled?

2. Does the project envision a port development as well as reclamation? If so, what would be the size and draft of ships, the extent of wharves, and the requirement for dock equipment such as cranes, etc.?

3. What would be the nature of cargoes which will be handled?

We visualize the sequence of our activities generally falling into three phases: first would be preliminary prospecting, the cost of which would be borne by the individual partners of the proposed joint venture, each according to his own requirements, with the objective of determining the feasibility; second, the engineering survey and design for dredging, reclamation and water front construction, which would be to the account of the joint venture; and third, the actual implementation of the plan by the joint venture on a cost basis to be determined by negotiation leading from the first two phases.

Between now and your return to Honolulu, we propose to examine the project with the use of such hydrographic and other charts as may be available here. We would like to recommend that you plan to stay a day or two here in order that we may explore more fully plans for finance, nature of the industries contemplated for the site, as well as the present extent of leasing intent as an indicator of the possible value of the land and facilities to be constructed.

November 20, 1963
Mr. Raymond Turnbull

Page 2

I am not sure as of this moment that one of our men with suitable qualifications will be available on the specific date of November 30 to accompany you; however, you may be sure we will follow through at the earliest appropriate time.

Sincerely,

DILLINGHAM CORPORATION

D. M. Schmuck

DMS/mp
cc: Mr. Ralph Kiewit, Jr.

November 20, 1963

Mr. Donald Schmuck
Dillingham Corporation
Box 3468
Honolulu 1, Hawaii

Dear Mr. Schmuck:

I am enclosing herewith HR 2073 presently being acted upon. This Bill, in effect, would cover the lands that we would develop in Samoa. There is no question of it being passed within the next 60 days, as every one concerned has already agreed to the terms therein.

I thought it might be interesting for your file.

I will be checking into the Royal Hawaiian late in the evening of the 29th. I hope that your engineer can accompany me to Samoa on the Pan American plane leaving Honolulu at 12:30 A.M., Sunday, December 1st.

Yours very truly,

RAYMOND C. TURNBULL,
President

Enclosure

November 21, 1963

Mr. Donald Schmuck
Dillingham Corporation
Box 3468
Honolulu 1, Hawaii

Dear Mr. Schmuck:

I had advised you earlier that I was negotiating with a local company to put a refinery on the new land that would be created at Samoa. For a period of eight months, I have also been negotiating with the wholly owned subsidiary of Union Oil Company, Unoco, Ltd., to build a bulk plant in Pago Harbor on my present lease. This negotiation had dragged while Unoco and the parent company Union Oil checked out the feasibility of hauling finished products either from Singapore or California. It had been resolved that the trip from California would be too costly, and Unoco was interested in proceeding by hauling the product from Singapore, subject to their marketing arrangements with that facility. Jim McGee, second in command of the Unoco operation in Hong Kong, called me from Honolulu on the 19th, and advised that they would have great interest in marketing the product of a new refinery that would be built in Samoa.

I will meet with both the Unoco people and the Fletcher Oil Company on my return from Pago on the 9th of December to firm up this combination. The refinery will require 35 acres of the new land, and the Union Oil terminal will require 38 acres.

The Chairman of the Board of Jasper Corporation and his entourage of timber experts will join me in Samoa on or about January 15th to survey the picture for their exotic plywood veneer plant. I have in the past furnished them with samples of the woods available, and I have sent them logs which they have converted to veneer plywood. They will utilize all the lumber available in the Samoan group, using both American Samoa and Western Samoa woods. I propose to furnish them with the logs from the Island of Savaii, and Prince Tungi of Tonga, is willing to furnish the barges and tugs necessary to transport the logs from the islands to the Jasper plant. Their requirement in acreage is, strangely enough, 27 acres. The combination of these three companies seems to cover the reclamation that we have discussed. Obviously, we could use more land, and I intend to seek more area in the same bay from Governor Lee.

I am enclosing herewith the Dun & Bradstreet report on Jasper Corporation. They guarantee the full market for all of the product, and they are willing to either take the whole picture or joint venture the project. The Bank of America in Los Angeles have advised me that if we should desire to joint venture with Jasper, they are interested in lending us all of the money required from our side.

SDX 0004935

Mr. Donald Schmuck
Page -2-

November 21, 1963

There are many other companies that have an educated interest in setting up shop in Samoa for tax purposes. Maybe your engineer will see other possibilities of land reclamation. You are no doubt aware of the fifty per centum rule of the Tariff Act of 1930, in which a foreign product can be processed in an American territory qualifying it as an American product, providing that the sale price of the end product is a minimum of 50% more than the cost of the foreign raw product. This would make Samoa desirable from the standpoint of textile manufacturers, or for any other manufacturer who would be able to convert Australian products for the American market.

The foregoing is just some of the background that makes Samoa more desirable than most people realize.

I am also enclosing herewith a copy of the last letter from the Jasper Corporation and a copy of the latest Industrial Incentive Act.

Yours very truly,

RAYMOND C. TURNBULL,
President

Enclosures

SDX 0004936

November 22, 1963

Mr. Donald Schmuck
Dillingham Corporation
Box 3468
Honolulu 1, Hawaii

Dear Don:

I had already written when your November 20th letter arrived. Answering your direct questions, please be advised as follows:

1. The project should be commenced as soon as its feasibility is determined. As I have mentioned previously, Union Oil negotiations can be concluded within 45 days. Jasper Corporation can commit by the middle of January, and the Fletcher Oil Company can commit with Union Oil. I would see to it that your company would also construct the refinery and the Union Oil Company terminal. While a long period of time is involved between agreements and construction, the land reclamation period should fill that hiatus.

2. The project should include the opening of the entrance to accomodate ships that carry freight presently to Pago - General Steam's Thor I and Thomisle, and Matson's Ventura and Sierra - I don't know their drafts. There should be enough of a turning basin, using tugs, to swing their bows to sea, making a starboard side landing to the wharves. That crude map I left with you depicts a general plan of docking. Requirements for dock equipment could be determined early by the lessees.

I don't know the difference between land reclamation and port development, unless the latter represents the inclusion of public or governmental accomodations. It may be that government funds can be allocated to a fuller development than that envisioned by us at the present time.

3. The inbound cargoes would be logs barged in for Jasper Corporation and crude oil tankers from Indonesia. The end products of Jasper would be veneer plywood heading for the States, and smaller tankers and lighters would be carrying finished petroleum products to Tonga, Western Samoa and the Cook Islands.

I shall not comment on the balance of your letter until I meet with Ralph Kiewit tomorrow.

Yours very truly,

RAYMOND C. TURNBULL,
President

Ltr
Kiewit
10/10

November 27, 1963

Mr. Donald Schmuck
Dillingham Corporation
Box 3468
Honolulu 1, Hawaii

Dear Mr. Schmuck:

Ralph Kiewit and I met yesterday to discuss your letter of November 20, 1963, and more specifically, the three phases you desire:

Our proposal to Mr. Wheaton, without being detailed, embodied the following:

1. Cost borne by us under preliminary prospects would be limited to paying for the preliminary trip of Dillingham's engineer to make an on-site inspection, and to make available to such engineer quarters and transportation in American Samoa, as well as all required maps and information compiled by the Government of American Samoa.

2. Engineering, survey and design for dredging, reclamation and waterfront construction, and all costs accrued to Phase 2, would be advanced by Dillingham to the Joint Venture and repaid by the Joint Venture to Dillingham from the first lease proceeds received.

3. Actual costs of the implementation of the plan by the Joint Venture would be advanced by Dillingham to the Joint Venture and repaid by the Joint Venture to Dillingham from the first lease proceeds received.

4. It is understood that Dillingham's investment in the Joint Venture be conditioned on firm commitments on the leaseholds in an amount sufficient to repay all costs resulting from the implementation of the plans for the sale thereof. The balance of the proceeds derived from leaseholds, over and above the costs, would be divided equally between the Joint Venturers.

In lieu of expending large sums of money in a business neither Mr. Kiewit nor I are familiar with, we would undertake to supply lessees, approved by you, that would firmly commit prior to the commencement of your referred to Phase 2.

Mr. Donald Schmuck
Page -2-

November 27, 1963

I will have conversations with Governor N. Rex Lee next week, and will further detail to you his attitude towards this project. Any available information or engineering reports in the Government file will be furnished you on my return.

Yours very truly,

RAYMOND C. TURNBULL,
President

SDX 0004939

DILLINGHAM CORPORATION
Alu Mauna Building · Honolulu 14, Hawaii · Cable: DILCORP

November 29, 1963

Mr. Raymond C. Turnbull
Royal Hawaiian Hotel
Honolulu, Hawaii

Dear Mr. Turnbull:

Because of the time element, we are not prepared to send a representative to Samoa with you on Sunday; however, based on the information in your recent letters, we have assigned a member of our engineer staff the task of making a rough layout for a minimum port facility and producing a "round house" estimate of the cost.

We have all the charts locally available on Samoan hydrography, but all they indicate in the lagoon is "shallow" water. For estimating fill requirements, we will assume an average water depth of 5 feet in the reclamation area. This can be easily modified following an engineering site survey - or possibly from the engineering reports in Samoa which you stated would be made available on your return.

At this point, the most important thing is to determine the feasibility as developed from the cost and in terms of the possible revenue anticipated from the land. We would like to explore these areas with you more fully, possibly the next time you pass through Hawaii if you can so arrange your schedule.

Our thoughts now are that our first trip down would probably be by a representative qualified to participate in general discussions at all levels as they affect our participation in the project - possibly myself. The technical aspects of the job, then, would be prospected at the appropriate time by a team of specialists equipped to take soundings and borings and evaluate current and wave action as they affect engineering design for marine developments.

Your letter of November 27th arrived today and your summary of the practical arrangements for getting this project on the road appear to me to be quite sensible. I will try to get together with you this weekend - if not, we will await your return from Samoa with the greatest of interest.

Best regards and Aloha,

DILLINGHAM CORPORATION

D. M. Schmuck

DMS/mp

SDX 0004940

December 10, 1963

Mr. Donald Schmuck
Dillingham Corporation
Box 3463
Honolulu 1, Hawaii

Dear Mr. Schmuck:

I received your November 29th letter at the Royal Hawaiian Hotel, and then went on down to take up this land reclamation with Governor Lee.

The Government of American Samoa has a test rig that would be suitable for coring to determine the thickness of the coral in the lagoon. Their drag-lining operation in the same lagoon has indicated at least a minimum of 30 feet of coral without showing any lava. The map I left with you indicates the spots that were drag-lined in the past. There is in existence a geologic chart showing the rock formations in different parts of the island.

The land area at Tafuna is lava with lensing of coral, such coral formations being indicated for the lagoon area. Mr. Ed Brunton, who is head surveyor for the Government, had nothing in his file that would help your investigation, nor was there any other information available to help in the determination.

Governor Lee is most enthusiastic about this project, his interest being in the establishment of new industries for Samoa. He is familiar with the Jasper Corporation's activities and interests, and towards this end, is making available to us on or about January 15th, a 136 foot former oceanograph ship, the Hugh M. Smith, which is enroute to Pago from Los Angeles. This ship will be used at that time to take the Chairman of the Board of Jasper and his timber experts on a survey trip to the Island of Savaii to determine the feasibility of a logging enterprise to furnish raw product to their plant at Tafuna lagoon.

I talked to Mr. Clausen, Public Works Director for Western Samoa, He indicated that they were going to dredge Asau Harbor on Savaii, and then move over to create a harbor at Apia, Western Samoa. I proposed that there could be possible savings in time and money if they dealt with you people rather than Merritt, Chapman and Scott out of New York. It was my observation, after a general discussion with him, that he planned to be in touch with you people very shortly. I had understood before that your people had made a survey of their harbor development, but that the price involved was too much for their government to carry. It now appears that the United Nations has a finger in the pie - you might want to follow up on renewing negotiations.

BEST COPY AVAILABLE

Mr. Donald Schmuck
Dillingham Corporation
Page -2-

December 10, 1963

I am enclosing herewith a squib out of the Western Samoa paper and a copy of a map of the harbor in Savaii that they plan to dredge. Evidently, they have great plans to develop the Asau Harbor area.

I plan to get some indication from Union Oil on their facility in American Samoa by tomorrow, and will pass along the information as soon as received.

If you are the engineer for the initial project and could possibly arrange a trip sometime around January 15th, maybe you could go along on this trip to Savaii and possibly drum up some other business for your company.

I have a feel out to Prince Tungi, of Tonga, regarding possible dredging work to create a large harbor from that shallow area on Tonga Tapu. This is all just exploratory talk in order to sweeten the pie for your dredging operation south of the equator.

Another prospect in Samoa itself could conceivably be in the harbor at Pago Pago. I know Governor Lee is interested in creating as much land as possible in the bay area, as well as creating more land for the hotel site on Goat Island. You can weigh this feasibility on your trip to Pago,

I am going to inform the Union Oil Company that if the construction of a refinery is feasible, you people be given the opportunity to construct it. Again, if the refinary is feasible, I am going to undertake to obtain governmental financing at 4% interest and own a large chunk of the refinery itself.

The governmental climate for the land reclamation project is good. We have the educated interest of good lessees and there seems to be only one point that could sink the ship at the present time...whether the bottom of the lagoon is coral or lava.

I talked to Mr. Thrapp, Director of Public Works for G.A.S., regarding the availability of one of the two test rigs. I requested the rig that would be able to take cores. He informed me they are going to drill some test holes in the area that will have a one million barrel capacity water tank constructed, but that the rig would be made available to us when required. Also available to us is a steel barge that has a fixed crane aboard. Conceivably, the rig could be placed aboard this barge for purposes of coring the lagoon bottom. I believe many of the services and the equipment of G.A.S. will be made available to us at no cost.

Strangely enough, the only concern the Governor had in relation to the construction of a refinery was air pollution that might contaminate or make obnoxious the downwind areas already proposed for recreational purposes. After my talks with Union Oil, I am supposed to inform Governor Lee of the outcome so that he may take up the proposal with Secretary Udall. Since this operation concerns the refining of foreign crude oil, he would require some advice from experts in the Department of the Interior who are charged with the responsibility under the law with regard to foreign and

Mr. Donald Schmuck
Dillingham Corporation
Page -3-

December 10, 1963

domestic oil production. Frankly, I believe this excuse disguises his exhilaration over the prospect, and that his intent would be to take a deep bow in Washington for having attracted to Samoa a business that would enhance the strategic position, if any, of Samoa. Obviously, a refinery would be extremely attractive to G.A.S. in terms of getting cheaper fuel oil and other petroleum products. Standard Oil, as you know, have a virtual monopoly at the present time, the government having to pay 19¢ per gallon for diesel fuel. A refinery would attract the tramp trade for fueling purposes, and all the other attendant trickle down benefits.

Reference is made to the Bill H.R. 2073 that I sent to you previously. This Bill was passed by the Congress two days before Kennedy left for Dallas. In the Bill it required specific locations to be determined. The Congress knocked out that provision so the submerged lands deal is no longer a problem. Incidently, this delighted the Governor as regards our land reclamation project.

I will keep the information coming as fast as I receive it.

Yours very truly,

RAYMOND C. TURNBULL,
President

Enclosures (2)

February, 17, 1964

To: Ray Turnbull

From: Don Schmuck

Subject: Samoa Dredging and Land Reclamation

1. Our computations, based on a fill of 85.5 acres to a height of about 7 or 8 feet above sea level from a variable depth of water (yet to be determined) indicate a fill requirement of about 2,000,000 cubic yards. We have laid out two alternatives for dredging: one with an entrance channel 400 feet wide and a turning basin in the inner harbor; and a second plan with reduced dimensions including a channel 200 feet wide. The first plan would result in nearly 4,000,000 cubic yards of dredging which would produce surplus fill. The alternate plan would dredge about 2,800,000 cy which would be about minimum for a useful harbor. Both plans would dredge to 35 feet.

2. Based on the use of your dredge, the following rough cost figures can be used for your purposes:

   a. Reclaimed land will cost you about 54¢ per square foot of useful surface. For the 3,966,000 sq. ft., then, the cost will be about $2,000,000. This does not include cost of purchasing and moving dredge, but does include total cost of operations.

   b. Any rip rap would be an additional cost. (It appears that the coral fill would be reasonably stable at about 45° or better. This means that a dock about 30 feet wide would give you 35 feet depth along side).

   c. A concrete dock 30 feet wide can be built for about $600 per linear foot. If you faced the entire reclaimed water front with a continuous concrete dock, your costs would be about $3,000,000.

   d. Sheet piling driven at water's edge and backed with fill can be done at substantially less cost (perhaps half as much) and might be preferable except for those concrete docks required by your tenants at specific locations.

   e. Due to the limited capacity of the small dredge, the project will last from 19 to 24 months. A large dredge, of course, could do it in half the time, but your mobilization costs would be heavy.

   f. The proposed dredge will require 4 or 5 feet of water and it appears likely it could enter Tafuna Bay without extensive work on the channel.

D. M. Schmuck

DMS/mp

February 28, 1964

MEMORANDUM

To: Ray Turnbull

From: Don Schmuck

Subject: Samoan Dredging

1. DREDGING

We have made several studies of methods to provide docking facilities at the proposed Tafuna Bay harbor. These rough estimates are an extension to the land reclamation costs quoted in my memorandum of February 17th. All costs are contingent upon confirmation of actual terrain and hydrographic conditions by engineering survey.

The least expensive, useful docking facility would consist of four dolphins plus a short pier section of timber adequate for cranes and trucks. With an alongside water depth of 35 feet and an elevation of 8 feet, such a dock would cost in the neighborhood of $200,000. Three of these docks would appear desirable to make use of the entire 85.5 acres.

At the other end of the scale from the rudimentary facility outlined above, would be prestressed concrete docks capable of supporting gantry cranes, each dock 400 feet long, and each costing about $500,000.

2. KAISER'S DREDGE

We have conducted a preliminary survey of the KAISER dredging plant and feel that we must run a detailed mechanical check before we can inform you whether this plant can be in operating condition in time to be loaded on 15 March. However, the first report indicates that it still has a lot of dredging life in it and appears to be in fair shape.

We will continue a detailed inspection of the plant and wire our recommendations to you in Samoa during the week. If our report is favorable, I would suggest that you stay in Honolulu long enough on your return to put together an agreement.

The crew for this plant would be 10 or 12 men including 3 or 4 Americans. However, to get full use of the dredge, around-the-clock operations are necessary - which means three 8-hour shifts with this many men in each shift. All this was contemplated in our estimate of monthly operating cost.

3. With regard to dredging and fill for the Rainmaker site in Pago Pago, with the present lack of information, the only practical way to handle this work is to negotiate an agreement on a cost plus basis, to be replaced by a guaranteed lump sum contract when the job can be properly estimated.

HAWAIIAN DREDGING & CONSTRUCTION CO.

D. M. Schmuck

DMS/ap

August 13, 1964

Mr. John R. Malone
Manager
Business Development Department
Dillingham Corporation
Box 3468
Honolulu, Hawaii 96801

Dear John:

Thank you for your letter of August 7, 1964 regarding Bank of Hawaii financing and matters Samoan. Sorry I missed your call on Friday, however 4:55 your time is 7:55 our time and I left the office at 5:30.

Your last paragraph was unclear to me, but following out the figures and costs of creating 85 acres in Samoa, I come out with the following costs of the total land reclamation which appear to be safe figures:

1.	$1,512,000	-	2,800,000 cubic yards of fill @ 54¢/yard
2.	$ 60,000	-	Mobilization one way dredge
3.	$ 30,000	-	Insurance one way dredge
4.	$ 720,000	-	1200 foot dock @ $600/linear foot
	$2,322,000		

If Dillingham were to receive the above costs out of first monies and 40% of the above costs, or $728,000, then it would appear to be a fair return on the investment.

I cannot measure a 30% or 40% return on investment capital after taxes not knowing your tax figure. Don Schmuck had previously suggested that a new company, possibly Samoan, be formed to handle this land reclamation project. Lessees acceptable to you would commit themselves to the company. The cost of the project, without embellishment or increased charges against the project, would be drawn out of the company first by Dillingham. When the actual out-of-pocket costs had been recovered by Dillingham, than a further designated percentage would be drawn by Dillingham. The balance would remain in the company.

I am assuming that your reference to donating the dredge to the Samoan government would follow the completion of the land reclamation project so as not to become involved in the demobilization and return of the dredge to Honolulu.

I have tried out figures using $75,000 a month operating expenses of the dredge - plus the mobilization, insurance and dock construction costs - and these figures are less than the ones used hereinabove. As a matter of interest, please be advised as follows:

1. Western Samoa, who purchased a brand new small dredge for $200,000 from the East Coast, is producing and depositing 300 yards per hour. Merritt, Chapman & Scott and Tecon Corporation from Dallas are operating the dredge, and their costs of operating at the present time, not counting amortization, mobilization or heavy maintenance, but including the labor and fuel, is running 9¢ per cubic yard.

2. Governor Lee has reclaimed 5-1/4 acres for his hotel site. His costs, including the rip rap, were the equivalent of $1.00 per yard or a total of $90,000 for 90,000 yards. This fill was obtained by the use of a clam shell outside of the bay area and the material was trucked in along with the rip rap which was hauled from 10 miles away.

3. If I obtain written commitments from strong tenants, the land reclamation becomes bankable in that the strength of the proposed tenants will assure bank financing on the work to be performed.

All of the foregoing is projected in order to clarify the potential of this proposed project. The present commitment I have for 30 acres, even at $1.50 per square foot, is only $362,300 shy of the total cost.

I will contact you on my next trip over.

Yours very truly,

RAYMOND C. TURNBULL,
President

Mr. Robert Burrows, Vice President
Dillingham Corporation
Box 3468, Ala Moana Building
Honolulu 1, Hawaii

November 24, 1965

Dear Mr. Burrows:

John Malone suggested I contact you regarding a possibility in American Samoa. Reference is made to all of the Don Schmuck file concerning dredging and land reclamation in the Tafuna Bay area, American Samoa.

I had, prior to February, 1964, proposed to Governor H. Rex Lee that we would dredge the lagoon, create from 85-100 acres of deep water frontage and lease such land to new industry for American Samoa, the consideration for a fully paid up lease for 55 years to the A.S. Government being the cost of the total land reclamation. At the time of the proposal H.R. 2073 -"to place certain submerged lands within the jurisdiction of the Governments of Guam, the Virgin Islands and American Samoa" was being either tested or amended.

It is my present understanding that the Government of American Samoa is now actively engaged in clearing through the Congress the right to dredge and create new land in the same area and for the same purposes that we had earlier proposed.

My associates wish to create a new bulk petroleum facility in Samoa, complete with tankage of six million gallons, docking space for tankers and refueling facilities. With no available deep water frontage in Pago Pago Harbor, it appears obvious that the development of Tafuna Bay is warranted. If such land was created my associates would require long term leases.

I wouldn't attempt to second-guess the Governor but I could predict that there would be interest from his government in having private enterprise pay the costs of the land reclamation in return for an equitable leasehold. A combination of strong lessees over a long period of time could be of possible interest to your company in undertaking the land reclamation.

Subject to the Governor's approval, my associates are ready to construct a $500,000. terminal. Your review of the Schmuck file and your comments are requested on whether the timing is right for preliminary overtures to Governor Lee.

Yours very truly,

Raymond C. Turnbull
8756 Holloway Dr., Los Angeles 69
Telephone 652-4733

SDX 0004949

DILLINGHAM CORPORATION

Box 3468 · Honolulu, Hawaii 96801 · Cable: DILCO

November 30, 1965

Mr. Raymond C. Turnbull
8756 Holloway Drive
Los Angeles 69, California

Dear Mr. Turnbull:

This will acknowledge your letter of November 24th concerning land reclamation possibilities at Tafuna Bay, American Samoa.

It is interesting to note that the Government of American Samoa is active in clearing through Congress the right to dredge and create new land from certain submerged lands in the area. Favorable results in this regard are obviously a prerequisite to undertaking any project in this area.

We of course would be interested in any major dredging project and certainly you are acquainted with our qualifications and facilities to undertake such a program. We would not contemplate at this time entering into any dredging program the consideration for which would be a fully paid up lease or our ownership in such reclaimed land. In the event you are successful in obtaining prime lessees or other developers who may be interested in financing the cost of such reclamation on a direct contract basis then we would develop further the possibilities of a dredging contract.

We would appreciate it if you would keep us advised of the success you may have in developing such lessees as well as the progress of the Government of American Samoa pursuant to HR 2073.

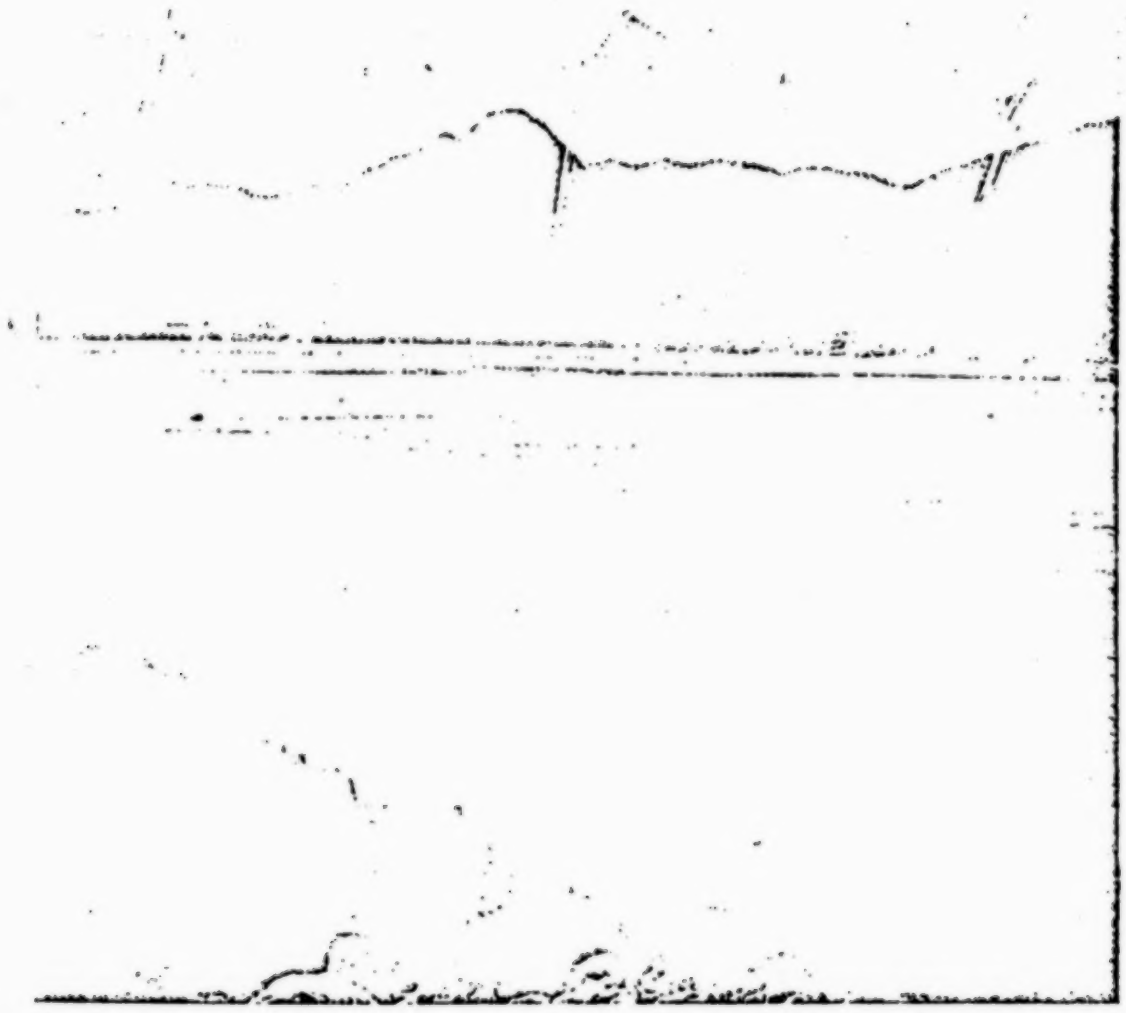
Very truly yours,

DILLINGHAM CORPORATION

R. B. Burroughs
Vice President

RBB/mp

SDX 0004950

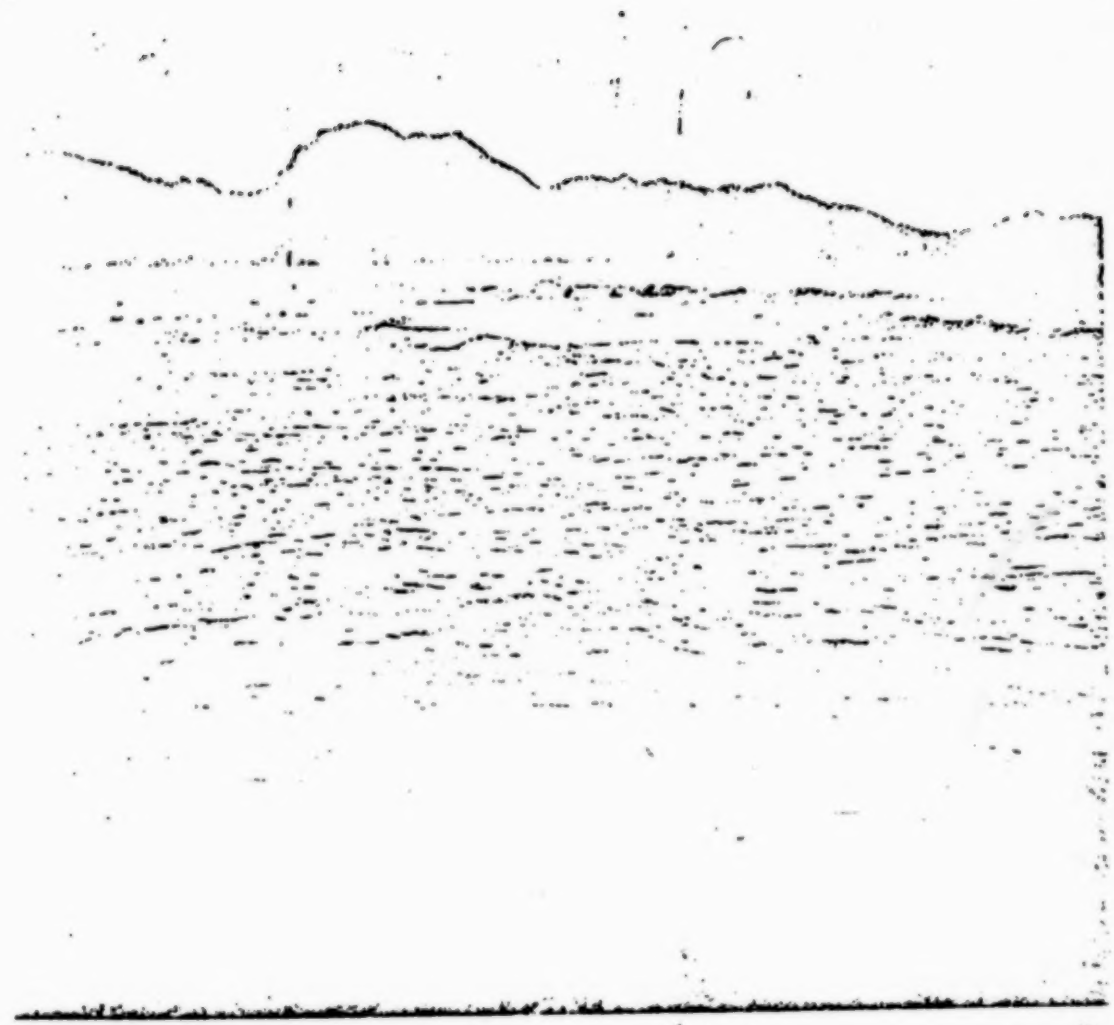


>oking into Nu'Uli Lagoon fron sea entrance. The Bay turns right past Coconut
·int (clump of palms across present channel). At low tide the tidal flats are
posed.

(Return pictures after use)

SDX 0004951

Place pictures alongside of each other for general panorama



:rance to Nu'Uli Lagoon (Tafuna). Channel would be widened, buoyed and
:pened. Tankers could lie offshore and unload petroleum product via pipeline
come through channel to dock and turning basin .

SDX 0004952

BEST COPY AVAILABLE

BMHollander:er

TEK:JCP:BMH
60-57-193

October 18, 1973

Mr. Raymond C. Turnbull
Vice President
Seaways International Engineering Corp.
8631 Wilshire Blvd., Suite 104
Beverly Hills, California 90211

Re: United States v. Standard Oil Company of California
(Civil 52334-SC, N. D. California)

Dear Mr. Turnbull:

Thank you for your letter of October 4, 1973, and the enclosed correspondence dealing with an alternate storage location at Nu'Uli lagoon. I am returning herewith the 14 enclosures which I assume you will wish to keep as part of your files. They are not required by the Government at the coming relief hearing in American Samoa.

Your continuing interest in this matter is greatly appreciated.

Sincerely yours,

THOMAS E. KAUPER
Assistant Attorney General
Antitrust Division

By: Bernard M. Hollander
Attorney
Department of Justice

Enclosures

cc: Roger J. Nichols, Esq.
Kindel & Anderson
Twenty-Sixth Floor
555 South Flower Street
Los Angeles, California 90071

IN THE UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

-vs-

STANDARD OIL COMPANY OF CALIFORNIA,

Defendant.

NUMBER C-52334

The above-entitled matter came on for hearing, pursuant to notice, at 9:40 a.m. Tuesday, October 23, 1973, in the Main Courtroom, Courthouse, Fagatogo, American Samoa, before the Honorable Samuel Conti, Judge, presiding.

APPEARANCES:

For Plaintiff:

BERNARD M. HOLLANDER, ESQ.

Antitrust Division
United States Department of Justice
Washington, D. C.

For Defendant:

WILLIAM MUSSMAN, ESQ.
THOMAS J. KLITGAARD, ESQ.

Pillsbury, Madison & Sutro
225 Bush Street
San Francisco, California 94104

- - -

Page

Now there is an indication from the Governor's testimony that the government has had contacts, has had correspondence with respect to this plan, comments on it. I wonder if maybe we can't have an understanding here that we could be furnished with copies of that correspondence, and with the comments?

MR. HOLLANDER: As far as I am concerned you have a list of the companies to whom I sent the Court's Order and the plan. As I mentioned, the only one that the Governor, as far as I know, had gotten a reply to, was the plan of Shell.

I am reluctant before the other hearing is finished to reveal any comments. If the company is willing to come in and make the comments on the record to Your Honor, which I think should be done, all right. I don't know how else to do it,

because --

MR. MUSSMAN: Give us the letters.

MR. HOLLANDER: Excuse me. I know that. I would like Your Honor's guidance on that. I am concerned. When I write and talk to somebody and ask them for their comments and they give me comments in confidence -- I don't know whether they are in confidence -- I can at least ask the companies for their permission.

I would like to do that before I reveal anything.

MR.MUSSMAN: May I just suggest if there is correspondence with the government from companies who say they consider the program that we had proposed to be workable and operatable and fair, I would think that would be of relevance. They may not come forward and testify to that. But I think it would have

weight in the ultimate determination of what we do here.

MR. HOLLANDER: I don't want to mislead you. There is no great bulk of correspondence. Mostly the companies said --

JUDGE CONTI: Why don't you do this: If there are any letters along that nature, send copies to Mr. Mussman. If you feel they are of such a nature you don't feel they should be sent to Standard, send them to the Court and I will read them in camera and determine at that point.

MR. HOLLANDER: I should ask the companies' permission, or ask them to write up something I could give to Mr. Mussman.

JUDGE CONTI: If they write a letter to you in confidence because of certain business secrets they might have, or certain procedures, then just let me read it in camera and decide.

• • • •

KINDEL & ANDERSON
LAWYERS
TWENTY-SIXTH FLOOR
555 SOUTH FLOWER STREET
LOS ANGELES, CALIFORNIA 90071
(213) 680-2222

1020 NORTH BROADWAY
SANTA ANA, CALIFORNIA 92702
(714) 558-7777

610 NEWPORT CENTER DRIVE, SUITE 1220
NEWPORT BEACH, CALIFORNIA 92660
(714) 640-0880

23521 PASEO DE VALENCIA
SUITE 212
LAGUNA HILLS, CALIFORNIA 92653
(714) 830-6660

CABLE ADDRESS
KAYANDA

REFER TO FILE NO.
06491-5-000-535(535)

November 71 1973

Bernard M. Hollander, Esq.
United States Dept. of Justice
Anti-trust Division
Room 3222
Washington, D. C. 20530

Dear Mr. Hollander:

The purpose of this letter is to advise you on behalf of Ray C. Turnbull and William R. McCook that I have no objection to your forwarding Mr. Turnbull's letter to you of October 4, 1973 to Judge Conti for his review. I also have no objection to the letter being given to counsel for Standard Oil Company.

However, I would greatly appreciate it if you would point out to Judge Conti and to counsel for Standard Oil Company that the letter was written by Mr. Turnbull prior to the time Messrs. Turnbull and McCook retained National Economic Research Associates to aid them in developing a definitive plan.

We anticipate that the definitive plan will be formulated - at least in its initial stage - within the next four weeks.

Very truly yours,

Roger J. Nichols
of Kindel & Anderson

RJN:ba
cc: Messrs. Turnbull, McCook

Department of Justice
'27 NOV 12 1973
ANTITRUST

BEST COPY AVAILABLE

UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D.C. 20530

Address Reply to the Division Indicated and Refer to Initials and Number

TEK:JCF:BMH
60-57-193

November 28, 1973

AIR MAIL

Honorable Samuel Conti
United States District Judge
United States District Court
Northern District of California
San Francisco, California 94102

Re: United States v. Standard Oil Company of California, (Civil No. 52334-SC, N.D. Calif.)

Dear Judge Conti:

Pursuant to your instructions at the hearing in American Samoa, I am enclosing the following letters received from potential market entrants so that the Court might have the benefit of the comments made:

(1) Letter from Continental Oil Co., dated October 15, 1973;

(2) Letter from Hawaiian Independent Refinery, Inc., dated August 21, 1973;

(3) Letter from Seaways International Engineering Corp., dated October 4, 1973;

(4) Letter from Union Oil Co., dated September 10, 1973.

We had informed each of these companies that we wished to forward their comments to the Court and, if the Court so decided, to SoCal's counsel. While counsel for Seaways International pointed out that its comment on the SoCal Plan was preliminary and that Seaways was formulating a definitive proposal, each company stated that it had no objection to providing its comments to SoCal's counsel.

Since SoCal's counsel has agreed that any information contained in the above letters will be for their use only and not for the use of SoCal's operating personnel, and that this same condition will also apply to Shell-New Zealand's letter of August 6, 1973, to Governor Haydon, which was produced at the hearing in Samoa, we are providing copies of the letters directly to Mr. Mussman.

Sincerely yours,

THOMAS E. KAUPER
Assistant Attorney General
Antitrust Division

Bernard M. Hollander

By: Bernard M. Hollander, Attorney
Department of Justice

Enclosures

cc: William E. Mussman, Esquire
Pillsbury, Madison & Sutro
225 Bush Street
San Francisco, California 94104

A. T. Piggers
Associate General Counsel

Continental Oil Company
P.O. Box 2197
Houston, Texas 77001
~~(713)225-1511~~

Oct 17 8 33 A
DEPT. OF JUSTICE
MAIL ROOM
ORGN

October 15, 1973

Mr. Bernard M. Hollander, Attorney
Department of Justice
Antitrust Division
Washington, D. C. 20530

Re: United States v. Standard Oil Company of California - Civil No. 52334-SC (N.D. Calif.)

Dear Mr. Hollander:

Your letter of September 19, 1973, subject as above, to Mr. Stuart B. Hartman of Continental Oil Company in Stamford, Connecticut, has been referred to me.

Although our company has not marketed in that area of the world, and has no present intentions of doing so, our Product Supply and Distribution people have reviewed the material submitted in your letter, and state that the proposed terminaling agreement is generally similar to other agreements covering the terminaling of commingled product at a jointly used terminal. However, they do feel that a flat terminaling fee or an allocation of costs based on through put might be more appropriate under the circumstances.

Very truly yours,

C. J. Piggers

ATB-en

60-57-193
27 OCT 17 1973

HAWAIIAN INDEPENDENT REFINERY INC.
EXECUTIVE OFFICES: 1060 BISHOP STREET
MAILING ADDRESS: PO BOX 3379/HONOLULU, HAWAII 96801
TELEPHONE (808) 521-2337/TELEX 723-324 HIRI HR

JAMES F. GARY
PRESIDENT

AUG 23 11 32 AM '73
DEPT. OF JUSTICE
MAIL ROOM
ORGN

August 21, 1973

Mr. Thomas E. Kauper
Assistant Attorney General
Antitrust Division
United States Department of Justice
Washington, D. C. 20530

RE: TEK:CDM:BMH
60-57-193

Dear Mr. Kauper:

Thank you for allowing us an opportunity to reply to Standard Oil's proposal for sharing their storage facilities in American Samoa. While we have no definitive plans for entering the Samoan market at this time, we do feel that it is tributary to our refinery and, thus, offer the following comment.

Because of its remote location, limited storage facilities and low throughput, the scheduling of product deliveries into American Samoa would be a major problem. A lack of full cooperation between all parties involved could result in excessive tanker and/or barge delays and, thus, substantial increases in distribution costs. This can be largely overcome, however, by requiring SOCAL to enter into an exchange agreement for the supply of product out of its Pago Pago terminal or by requiring them to segregate a block of storage for exclusive use by a competitor. While the first alternative would appear to be the most economical, the second might be satisfactory to a party with existing distribution lines passing through the area.

We would appreciate being kept informed of all future developments and will be happy to discuss any questions or comments you may have concerning the above.

Sincerely,

James F. Gary
President

cb

60-57-193
27 AUG 23 1973
ANTI-TRUST

Seaways International Engineering Corporation

BEVERLY HILLS, CALIFORNIA 90211, U.S.A.

October 4, 1973

Mr. Bernard M. Hollander, Attorney
U.S. Department of Justice - Antitrust Division
Washington, D.C. 20530

RE: Standard Oil Proposal to share oil Storage Facilities.

Dear Mr. Hollander:

The plan is not feasible and we believe the plan would not be acceptable to proposed competitors. The adversative nature of the proposal presages abuses and an onerous burden to be borne by the competition.

Competition can only become effective if independent storage and facilities are constructed and backed by contracts that will help carry the investment costs. We propose that an order of the court force Standard to divest itself of fifty percent of its total business in Samoa at the present price structure, such divestiture to become effective upon the completion of new storage facilities by an approved supplier. At that time either company could aggressively compete with each other for more of the market by lowering prices.

New tankage cost runs between $3.00 and $5.00 per barrel. If present tankage holds 175,397 bbls., then the outside price for a new tank farm would be $876,985.00.

We believe all oil operations should be removed from Pago Harbor, including the unloading of tankers and the refueling of the fishing fleet. The present dock below the Governor's mansion should be cleaned up and utilized as a transient yacht tieup or temporary berth for visiting ships.

It is proposed that Nu'Uli lagoon be dredged and the dredged material used as backfill to create eighty five new acres of deep water frontage. Both industry and government can share the cost. Attached hereto is some correspondence with Dillingham on the feasibility of such a project.

The new acreage along with contiguous acreage could hold a new tank farm for offloading by tankers, with direct lines to the other fueling pad at the airport. The requirements of the power house in Pago Harbor could be serviced by the use of dracone, pumping directly into elevated tanks near the power house. The tanks would be metered and of such size as to eliminate tank truck deliveries daily to the power house. The fishing fleet would refuel in the lagoon, rather than at the present dock site next to the hotel.

There are two more reasons why Nu'Uli lagoon should be utilized. If a proposed refinery comes to fruition the natural site would be Tafuna. We also have clients who would set up veneer and slicing operations if they could obtain waterfront property. Other new businesses would also contribute to the fiscal well being of the island.

At your convenience we can detail all of the foregoing.

Yours very truly,

Raymond C. Turnbull
Vice President

14 Enclosures

8681 WILSHIRE BOULEVARD, SUITE 104 | TELEPHONE: 213-652-0983

Union 76 Division: Western Region

Union Oil Company of California
Union Oil Center, Box 7600, Los Angeles, Calif. 90051
Telephone (213) 486-6719

UNION

Joseph Byrne
Vice President, Marketing

September 10, 1973

Mr. Bernard M. Hollander
Antitrust Division
U. S. Department of Justice
Washington, D. C. 20530

Dear Mr. Hollander:

We appreciate the opportunity to discuss the situation in American Samoa and to be able to contribute some suggestions. We do have an interest in serving in that area and want to comment on the plan submitted by Standard for compliance with the U. S. District Court decision.

These thoughts are presented without any prejudice regarding the case which you discussed with us, but rather are made with the objective in mind for a viable, practical, marketing basis under which Union could enter the Samoan market. As we told you, we do not believe it would be very practical for Union to schedule tankers into Samoa to deliver products because our total volume would be small relative to normal tanker capacity. Also, companies such as Union and Standard have experience in negotiating joint operation and/or exchange agreements.

Union would propose that it (or any other potential supplier) be given an opportunity to work out a normal "exchange/supply" with Standard whereby Union would receive desired product from Standard's facilities at Samoa, and return equivalent products to Standard at a location determined in normal negotiations. Union would expect to pay Standard an appropriate differential reflecting the proper costs for product thruput in Samoa as well as a recognized location differential between Samoa and the location where Union returns product to Standard. We would propose that such an exchange be subjected to the approval of the Court to be certain that it was consistent with the judgment.

It would seem, having determined that other competitors are to be assured access into the Samoan market, that a more competitive situation would result if the parties worked out between themselves an arrangement, subject to Court approval, rather than seek to impose a basis where the potential competitors were not involved. In the long run, authority of the Court to examine and approve the arrangement should encourage the parties to conclude a suitable agreement.

One additional thought - the supply of diesel fuel is tightening throughout the world. It appears to me that a consumer today ought to be as much or more concerned with having an assured long-term supply as he is about having a low price. In fact, in the next few years, as low sulfur fuels become even more in demand, assurance of supply probably will greatly outweigh modest differences in price. This factor ought to be recognized in evaluating any final plan regarding Samoa.

Yours very truly,

Joseph Bigne.

JB/fmw

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